

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

AFFIDAVIT OF SERVICE

I, Elizabeth Adam, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On February 14, 2008, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight mail, (ii) upon the parties listed on Exhibit B hereto via electronic notification and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

- 1) Debtors' Objection to Motion by Jimmy Mueller, David Gargis, and Keith Livingston for Relief from Automatic Stay (Docket No. 12660) [a copy of which is attached hereto as Exhibit D]
- 2) Debtors' Objection to Supplemental Motion of Automodular Assemblies Inc., Tec-Mar Distribution Services, Inc., and Automodular Assemblies (Ohio) Inc. to Compel Assumption or Rejection of Executory Contracts and Allow and Direct Payment of Administrative Expense Claim ("Objection to Automodular Supplemental Motion") (Docket No. 12661) [a copy of which is attached hereto as Exhibit E]
- 3) Notice of Adjournment of Claims Objection Hearing with Respect to Debtors' Objection to Proof of Claim No. 14109 (KenSa LLC) (Docket No. 12673) [a copy of which is attached hereto as Exhibit F]
- 4) Notice of Adjournment of Claims Objection Hearing with Respect to Debtors' Objection to Proof of Claim No. 8875 (Riverside Claims LLC as Assignee for Product Action International LLC) (Docket No. 12674) [a copy of which is attached hereto as Exhibit G]

On February 14, 2008, I caused to be served the document listed below upon the parties listed on Exhibit H hereto via overnight mail:

- 5) Debtors' Objection to Motion by Jimmy Mueller, David Gargis, and Keith Livingston for Relief from Automatic Stay (Docket No. 12660) [a copy of which is attached hereto as Exhibit D]

On February 14, 2008, I caused to be served the document listed below upon the parties listed on Exhibit I hereto via overnight mail:

- 6) Debtors' Objection to Supplemental Motion of Automodular Assemblies Inc., Tec-Mar Distribution Services, Inc., and Automodular Assemblies (Ohio) Inc. to Compel Assumption or Rejection of Executory Contracts and Allow and Direct Payment of Administrative Expense Claim ("Objection to Automodular Supplemental Motion") (Docket No. 12661) [a copy of which is attached hereto as Exhibit E]

On February 14, 2008, I caused to be served the document listed below upon the party listed on Exhibit J hereto via overnight mail:

- 7) Notice of Adjournment of Claims Objection Hearing with Respect to Debtors' Objection to Proof of Claim No. 14109 (KenSa LLC) (Docket No. 12673) [a copy of which is attached hereto as Exhibit F]

On February 14, 2008, I caused to be served the document listed below upon the party listed on Exhibit K hereto via overnight mail:

- 8) Notice of Adjournment of Claims Objection Hearing with Respect to Debtors' Objection to Proof of Claim No. 8875 (Riverside Claims LLC as Assignee for Product Action International LLC) (Docket No. 12674) [a copy of which is attached hereto as Exhibit G]

Dated: February 21, 2008

/s/ Elizabeth Adam

Elizabeth Adam

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 21st day of February, 2008, by
Elizabeth Adam, proved to me on the basis of satisfactory evidence to be the person who
appeared before me.

Signature: /s/ Leanne V. Rehder

Commission Expires: 3/2/08

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-2094801	rstark@brownrudnick.com	Indenture Trustee
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Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2491	sean.p.corcoran@delphi.com karen.i.craft@delphi.com	Debtors
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO	80021	303-927-4853	303-652-4716	cschiff@flextronics.com	Counsel to Flextronics International
Flextronics International USA, Inc.	Paul W. Anderson	2090 Fortune Drive		San Jose	CA	95131	408-428-1308		paul.anderson@flextronics.com	Counsel to Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L Rodburg Richard J Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuje@ffhsj.com sliviri@ffhsj.com randall.eisenberg@fticonsulting.com	Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-2471010	212-841-9350	randall.eisenberg@fticonsulting.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kincey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
Groom Law Group	Lonie A. Hassel	1701 Pennsylvania Avenue, NW		Washington	DC	20006	202-857-0620	202-659-4503	lhassel@groom.com	Counsel to Employee Benefits
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Internal Revenue Service	Attn: Insolvency Department	477 Michigan Ave	Mail Stop 15	Detroit	MI	48226	313-628-3648	313-628-3602		Michigan IRS
Internal Revenue Service	Attn: Insolvency Department, Maria Valerio	290 Broadway	5th Floor	New York	NY	10007	212-436-1038	212-436-1931	mariaivalerio@irs.gov	IRS
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Tyco Electronics Corporation	MaryAnn Brereton, Assistant General Counsel	60 Columbia Road		Morristown	NJ	7960	973-656-8365	973-656-8805		Creditor Committee Member
United States Trustee	Alicia M. Leonhard	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500	212-668-2255 does not take service via fax		Counsel to United States Trustee
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Weil, Gotshal & Manges LLP	Harvey R. Miller	767 Fifth Avenue		New York	NY	10153	212-310-8500	212-310-8077	harvey.miller@weil.com	Counsel to General Motors Corporation
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EXHIBIT B

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Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	donald.bernstein@dpw.com brian.resnick@dpw.com	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2491	sean.p.corcoran@delphi.com karen.j.craft@delphi.com	Debtors
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Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuje@ffhsj.com sliviri@ffhsj.com randall.eisenberg@fticonsulting.com	Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-2471010	212-841-9350	randall.eisenberg@fticonsulting.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kinsey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
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Law Debenture Trust of New York	Daniel R. Fisher	400 Madison Ave	Fourth Floor	New York	NY	10017	212-750-6474	212-750-1361	daniel.fisher@lawdeb.com	Indenture Trustee

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
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EXHIBIT D

Hearing Date: February 21, 2008
Hearing Time: 10:00 a.m. (prevailing Eastern time)

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
	:	(Jointly Administered)
Debtors.	:	
-----	x	

DEBTORS' OBJECTION TO MOTION BY JIMMY MUELLER, DAVID GARGIS,
AND KEITH LIVINGSTON FOR RELIEF FROM AUTOMATIC STAY

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), respectfully submit this objection (the "Objection") to the motion for relief from the automatic stay by Jimmy Mueller, David Gargis, and Keith Livingston (Messrs. Mueller, Gargis, and Livingston, collectively, the "Movants") dated December 5, 2007 (Docket No. 11350) and re-noticed on December 31, 2007 (Docket No. 11611) (the "Motion") to file a complaint in the United States District Court for the Northern District of Alabama (the "Alabama District Court") against Delphi and the Delphi Hourly-Rate Employee Pension Plan.

Preliminary Statement

1. The Movants are current or former non-degreed quality reliability engineers employed at Delphi's production facility in Athens, Alabama (the "Athens Facility"). Although the Movants were at one time hourly Delphi employees whose employment status was governed by collective bargaining agreements ("CBAs") with the United Automobile, Aerospace and Agricultural Implement Workers Union of America and applicable local union (the "UAW"), each Movant voluntarily transferred to salaried employee status years ago: Mr. Mueller transferred from hourly to salaried status in 1999, Mr. Gargis transferred from hourly to salaried status in 1998, and Mr. Livingston transferred from hourly to salaried status in 1995.

2. The Movants allege, and it is undisputed, that they requested that Delphi transfer them back to hourly employee status in 2006 and 2007 and that Delphi denied their requests. It is also undisputed that the Movants' express rationale for seeking to return to the UAW bargaining unit, subsequently reaffirmed by letter from their counsel,

was to participate in one of the special hourly attrition programs negotiated by the UAW, Delphi, and GM. Delphi denied the requests. Delphi was decreasing, not increasing, the hourly workforce, and was not willing to incur increased incentive attrition program costs or to hire three replacements for the Movants' three salaried positions. The Movants assert an unfettered right, in their sole discretion, to transfer from salaried to hourly at any time for any reason. Delphi asserts that Delphi has sole discretion to determine whether regular, full-time salaried employees will be transferred to hourly status. The Movants now seek relief from the automatic stay to file a federal action under the Employee Retirement Income Security Act (ERISA) against Delphi in Alabama.

3. The lawsuit that the Movants are contemplating is precisely the kind of postpetition litigation against a debtor that the automatic stay was intended to preclude. As a threshold matter, the Movants have failed to carry their burden to provide an initial showing that cause exists under 11 U.S.C. § 362(d)(1) to lift the automatic stay. Courts in this Circuit have held that absent such an initial showing by a party seeking relief from the stay, the request for relief should simply be denied without requiring the debtor to demonstrate why the stay should remain in place. The Movants have offered only a series of unsupported conclusory pronouncements. As a result, this Court has solid grounds upon which to summarily deny the Motion consistent with established practice in this Circuit.

4. Moreover, notwithstanding the unsupported assertions in the Motion to the contrary, the Movants' contemplated litigation implicates central elements of the Debtors' reorganization and likely would give rise to issues that fall within the exclusive

jurisdiction of the Bankruptcy Court. Therefore, such matters could not appropriately be brought before the Alabama District Court.

5. In the complaint they propose to file in the Alabama District Court, a draft of which was filed with the Motion (the "Draft Complaint"), the Movants seek a court order that would "allow each of the [Movants] the same benefits to which hourly employees are allowed and have been allowed since the date of each request for retransfer," or, as the Movants allege, since mid-2006. Draft Complaint, p. 4. Such benefits presumably would include those provided under the collectively bargained 2006 UAW-GM-Delphi special attrition programs (including monetary incentive payments thereunder) approved by this Court for which the Movants may have been eligible had they been hourly employees, or those provided under the collectively bargained 2007 program provided in the memorandum of understanding regarding Delphi's restructuring entered into among the UAW, Delphi, and General Motors Corporation, dated June 22, 2007, which this Court approved on July 19, 2007 (the "UAW Settlement Agreement").¹

6. Pursuant to paragraph 12 of this Court's order approving the UAW Settlement Agreement and pursuant to Article XIII of the Plan (defined herein), this Court has retained exclusive jurisdiction over the UAW Settlement Agreement and matters related thereto. Accordingly, this Court is the only forum in which the Movants may properly file the Draft Complaint.

7. Moreover, the deadlines for filing objections to the UAW Settlement Agreement and the Plan both passed before the Motion was filed. The Movants did not

¹ The UAW Settlement Agreement is attached as Exhibit 1 to this Court's order approving that agreement (Docket No. 8693).

object to either the UAW Settlement Agreement or confirmation of the Plan. As a consequence, even if they were to file the Draft Complaint in this Court, any claims they might have likely would be barred.

8. For the reasons set forth herein, the automatic stay should not be modified as the Movants have requested, and the Motion should be denied.

Background

A. The Chapter 11 Filings

9. On October 8 and 14, 2005, the Debtors filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as then amended (the "Bankruptcy Code"). The Debtors now operate their businesses and manage their properties as debtors-in-possession under Bankruptcy Code sections 1107(a) and 1108. This Court has ordered joint administration of these cases.

10. No trustee or examiner has been appointed in these cases. On October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors. On April 28, 2006, the U.S. Trustee appointed an official committee of equity holders.

11. On September 6, 2007, the Debtors filed the Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In Possession (Docket No. 9263) (the "Plan") and the Disclosure Statement With Respect To Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In Possession (Docket No. 9264). On December 10, 2007, the Debtors filed the Plan (Docket No. 11386) and the First Amended Disclosure Statement with respect to the

Plan (Docket No. 11388) (the "Disclosure Statement"). The Court entered an order approving the adequacy of the Disclosure Statement and granting the related solicitation procedures motion on December 10, 2007 (Docket No. 11389) (the "Solicitation Procedures Order"). On January 25, 2008, the Court entered an order confirming the Plan (as modified) which became a final order on February 4, 2008 (Docket No. 12359) (the "Confirmation Order").

B. Current Business Operations Of The Debtors

12. Delphi and its subsidiaries and affiliates (collectively, the "Company") as of December 31, 2006 had global net sales of \$26.4 billion and global assets of approximately \$15.4 billion.² At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and have continued their business operations without supervision from the Court.³

13. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components,

² The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates as disclosed in the Company's Form 10-K filed on February 27, 2007.

³ On March 20, 2007, Delphi Automotive Systems Espana S.L. ("DASE"), whose sole operation is a non-core automotive component plant in Cadiz, Spain, filed a "Concurso" application for a Spanish insolvency proceeding, which was approved by the Spanish court on April 13, 2007. On July 4, 2007, DASE, its Concurso receivers, and the Cadiz workers councils and unions reached a settlement on a social plan, the funding of which was approved by this Court on July 19, 2007. The Spanish court approved the social plan on July 31, 2007. The Concurso proceeding is consistent with Delphi's transformation plan to optimize its manufacturing footprint and to lower its overall cost structure.

integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major automotive original equipment manufacturer ("OEM").

14. Delphi was incorporated in Delaware in 1998 as a wholly owned subsidiary of General Motors Corporation ("GM"). Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

15. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.⁴ In 2005, Delphi incurred net losses of approximately \$2.4 billion on net sales of \$26.9 billion. In 2006 the Debtors incurred a net loss of \$5.5 billion, \$3.0 billion of which comprised charges related to the U.S. employee special attrition programs.

⁴ Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

16. The Debtors believe that the Company's financial performance deteriorated because of (a) unsustainable U.S. legacy liabilities and operational restrictions that have prevented the Debtors from exiting non-profitable, non-core operations, all of which have contributed to relatively high and largely fixed labor costs, (b) a competitive vehicle production environment for domestic OEMs resulting in a reduction of GM's annual U.S. production and related pricing pressures, and (c) increasing commodity prices.

17. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major stakeholders had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete its transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

18. On March 31, 2006, the Company outlined the key tenets of a transformation plan that it believed would enable it to return to stable, profitable business operations. The Debtors stated that they needed to focus on five key areas: first, modifying the Company's labor agreements to create a competitive arena in which to conduct business; second, concluding their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company; third, streamlining their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus; fourth, transforming their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and

manufacturing footprint; and fifth, devising a workable solution to their current pension situation.

E. Confirmation Of The Debtors' Plan Of Reorganization

19. The confirmed Plan is based upon a series of global settlements and compromises that involve nearly every major constituency in the Debtors' reorganization cases. The GSA and the MRA provide for a comprehensive settlement with GM, and both agreements were approved by this Court in the Confirmation Order. With the Plan confirmed, the Debtors are focusing their efforts on satisfying the conditions for the Plan to become effective and allow them to emerge from chapter 11. Currently, the Debtors continue to expect that they will emerge from chapter 11 during the first quarter of 2008.

20. The Debtors expect to emerge from the reorganization as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

F. The Motion And The Movants' Contemplated Action Against Delphi In Alabama

(i) Procedural History

21. The Motion, which is dated December 5, 2007, was actually filed December 7, 2007 and noticed for the omnibus hearing on December 20, 2007. The Debtors subsequently advised the Movants' counsel that, under the Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative

Procedures (Docket No. 245) (as amended and supplemented from time to time, the "Case Management Order"), the Motion was not timely filed for hearing on December 20, 2007, and service of the Motion appeared to be defective.

22. Subsequently, Movants' counsel re-noticed the Motion for hearing at the omnibus hearing scheduled for January 25, 2008. Movants' counsel also has asserted that service has now been provided in accordance with the Case Management Order.

23. Shortly before the January 2008 omnibus hearing, Delphi and the Movants agreed to adjourn the hearing on the Motion until February 21, 2008, in part to permit the parties to pursue a consensual resolution of the matters at issue. As the Debtors represented on the record at the January 2008 omnibus hearing, the Debtors' deadline for objecting to the Motion was extended to February 14, 2008.

24. As of the filing of this Objection, the parties have not arrived at a consensual resolution of this matter.

(ii) The Relief Requested And The Movants' Contemplated Complaint

25. The Draft Complaint alleges that before they voluntarily transferred to salaried status many years ago, the Movants were promised that they could transfer back to hourly employee status at any time. The Movants seek a court order that, among other things, would require Delphi to "retransfer" them to the Delphi Hourly Rate Pension Plan and provide them the same benefits to which hourly employees are entitled. The Motion requests relief from the automatic stay to file and prosecute the Draft Complaint in the Alabama District Court.

26. Delphi disputes the Movants' assertions that, after approximately nine, ten, and thirteen years of employment, respectively, as salaried employees, they are entitled to transfer to hourly status at their sole discretion, regardless of Delphi's employment needs, or solely for the purpose of exiting Delphi through a costly incentive attrition program.

Argument

27. Bankruptcy Code section 362 provides that a bankruptcy petition "operates as a stay, applicable to all entities," of commencement or continuation of judicial proceedings against the debtor. See 11 U.S.C. § 362(a)(1). The automatic stay extends to all matters that may have an effect on a debtor's estate, enabling bankruptcy courts to ensure that debtors have the opportunity to reorganize. See Manville Corp. v. Equity Sec. holders Comm. (In re Johns-Manville Corp.), 801 F.2d 60, 62-64 (2d Cir. 1986); see also Fid. Mortgage Investors v. Camelia Builders, Inc., 550 F.2d 47, 53 (2d Cir. 1976) ("Such jurisdiction is 'necessary to exclude any interference by the acts of others or by proceedings in other courts where such activities or proceedings tend to hinder the process of reorganization.'" (citation omitted); AP Indus. Inc. v. SN Phelps & Co. (In re AP Indus. Inc.), 117 B.R. 789, 798 (Bankr. S.D.N.Y. 1990) ("The automatic stay prevents creditors from reaching the assets of the debtor's estate piecemeal and preserves the debtor's estate so that all creditors and their claims can be assembled in the bankruptcy court for a single organized proceeding."). The fundamental purpose of the automatic stay is to provide a debtor with a breathing spell to effectuate restructuring. See, e.g., Borman v. Raymark Indus., 946 F.2d 1031, 1036 (3d Cir. 1991). Accordingly, Bankruptcy Code section

362(a)(1) stays pending litigation to "forestall the depletion of the debtor's assets due to legal costs in defending proceedings against it," and "avoid interference with the . . . rehabilitation of the debtor." Borman, 946 F.2d at 1036 (quoting Ass'n of St. Croix Condominium Owners v. St. Croix Hotel Corp., 682 F.2d 446, 448 (3d Cir. 1982)).

28. Under section 362(d)(1), "[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay...for cause." 11 U.S.C. § 362(d)(1). "Neither the statute nor the legislative history defines the term 'for cause' and the legislative history gives only very general guidance...[E]xisting case law indicates that 'the decision of whether to lift the stay [is committed] to the discretion of the bankruptcy judge.'" In re Sonnox Indus., Inc., 907 F.2d 1280, 1285, 1286 (2d Cir. 1990) (internal citation omitted). "Thus the 'facts of each request will determine whether relief is appropriate under the circumstances.'" Mazzeo v. Lenhart (In re Mazzeo), 167 F.3d 139, 142 (2d Cir. 1999) (quoting legislative history).

29. Because the Movants contemplate the commencement of a judicial proceeding against Delphi after the Petition Date, section 362(d)(1) is applicable in determining whether this Court should grant the Motion.

A. The Movants Have Failed To Make An Initial Showing Of Cause For Lifting The Automatic Stay As Required Under 11 U.S.C. § 362(d)(1)

30. The automatic stay is one of the most fundamental and significant protections that the Bankruptcy Code affords a debtor. Midlantic Nat'l Bank. v. N.J. Dep't of Env'tl Prot., 474 U.S. 494, 503 (1986); see also In re Drexel Burnham Lambert Group Inc., 113 B.R. 830, 837 (Bankr. S.D.N.Y. 1990) ("[a]utomatic stay is key to the collective and preservative nature of a bankruptcy proceeding").

31. A party seeking to lift the automatic stay bears the burden of showing that the required cause exists to do so. See, e.g., In re Mazzeo, 167 F.3d at 142 ("The burden is on the moving party to make an initial showing of 'cause' for relief from the stay."). "Only if the movant makes such a showing does any burden shift to the debtor; absent a showing of cause, the court should simply deny relief from the stay." Id.; see also Sonnax, 907 F.3d at 1285 ("If the movants fail to make an initial showing of cause...the court should deny relief without requiring any showing from the debtor that it is entitled to continued protection."); Capital Commc'ns Fed. Credit Union v. Boodrow (In re Boodrow), 126 F.3d 43, 48 (2d Cir. 1997) ("We have emphasized that a bankruptcy court should deny relief from the stay if the movant 'fails to make an initial showing of cause.'") (citing Sonnax, 907 F.3d at 1285).

32. The only justification in the Motion for the relief the Movants seek consists of half a dozen conclusory pronouncements, virtually all of which are inaccurate in material respects (as discussed below), and all of which are unsupported by evidence. A party seeking to lift the stay must provide more than "mere conclusory statements" to meet its burden of providing an initial showing of cause for lifting the stay. See, e.g., Global Cable, Inc. v. Adelphia Commc'ns Corp. (In re Adelphia Commc'ns Corp.), 2006 U.S. Dist. LEXIS 37112 at * 9 (S.D.N.Y. June 6, 2006) ("mere '[c]onclusory statements that a continuance of the stay will cause irreparable harm or that injury will occur if relief is denied are insufficient to establish cause'" under Bankruptcy Code section 362(d)(1)) (quoting In re Texaco, Inc., 81 B.R. 820, 829 (Bankr. S.D.N.Y. 1988)).

33. Accordingly, the Movants have failed to provide the required initial showing of cause for lifting the stay. Given that the Movants have failed to carry their initial burden of proof, this Court has grounds to deny the relief requested in the Motion without requiring any showing from Delphi that it is entitled to the continued protection of the automatic stay. As a result, Delphi requests that the Court sustain this Objection and "simply deny relief from the stay." In re Mazzeo, 167 F.3d at 142.

B. Even Assuming *Arguendo* That The Movants Have Met Their Initial Burden, The Sonnax Factors Weigh Against Lifting The Automatic Stay

34. Even if the Movants have carried their initial burden, under the criteria that courts generally consider when determining whether to lift the stay, Delphi should retain the protections of the stay under these circumstances. The Second Circuit has identified "a number of factors (the 'Sonnax Factors') that may be relevant in deciding whether the stay should be lifted to allow litigation against a debtor to continue in another forum." Id. (citing Sonnax, 907 F.2d at 1286). The Sonnax factors are as follows:

(1) whether relief would result in a partial or complete resolution of the issues; (2) lack of any connection with or interference with the bankruptcy case; (3) whether the other proceeding involves the debtor as a fiduciary; (4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action; (5) whether the debtor's insurer has assumed full responsibility for defending it; (6) whether the action primarily involves third parties; (7) whether litigation in another forum would prejudice the interests of other creditors; (8) whether the judgment claim arising from the other action is subject to equitable subordination; (9) whether movant's success in the other proceeding would result in a judicial lien avoidable by the debtor; (10) the interests of judicial economy and the expeditious and economical resolution of litigation; (11) whether the parties are ready for trial in the other proceeding; and (12) impact of the stay on the parties and the balance of harms.

Id. at 1286. All twelve factors may not be relevant in every case, Mazzeo v. Lenhart (In re Mazzeo), 167 F.3d 139, 143 (2d Cir. 1999), nor must the Court afford equal weight to each

of the twelve factors. Burger Boys, Inc. v. South St. Seaport Ltd. Partnership (In re Burger Boys, Inc.), 183 B.R. 682, 688 (S.D.N.Y. 1994). Finally, to the list of these factors "can be added that cause 'requires the establishment of a legally sufficient basis for the action sought.'" In re Drexel Burnham Lambert Group Inc., No. 90B-10421, 1990 WL 302177, at *7 (Bankr. S.D.N.Y. Dec. 14, 1990), citing In re Drexel Burnham Lambert Group Inc., 113 B.R. 830, 838 (Bankr. S.D.N.Y. 1990).

35. The Sonnax factors weigh overwhelmingly in favor of retaining the protections of the automatic stay for the Debtors and denying the Motion. As discussed below, permitting the Movants to file suit against Delphi in the Alabama District Court will not result in a substantial resolution of the material issues in question, nor would it serve the interests of judicial economy. The Alabama District Court is not a specialized tribunal with special expertise required to hear the issues raised in the Draft Complaint. On the contrary, this Court, having presided over these cases since the Petition Date, would be in a far better position to adjudicate the matter, in large part because the Movants' contemplated litigation bears a close relationship to key components of the Debtors' chapter 11 cases and to Delphi's transformation plan.

36. In light of the relief requested therein, the Draft Complaint implicates the 2006 and 2007 UAW-GM-Delphi special attrition programs, the UAW Settlement Agreement, the Global Settlement Agreement with GM (the "GSA"), and the Plan. As a consequence, a court adjudicating the matter likely would have to consider a variety of related matters, such as the cost-sharing agreements between GM and Delphi, agreements between GM and Delphi regarding related expenses and liabilities, the related

GM claims treatment, and issues regarding eligibility for "check the box" OPEB from GM or eligibility under the Benefit Guarantee Term Sheet.

37. The agreements and other documents listed above address the core issues in these chapter 11 cases. As a result, granting the relief the Movants request could interfere significantly with bankruptcy cases and prejudice the interests of other creditors. The risks posed by such potential developments tip the balance of harms decidedly in favor of maintaining the stay.

38. Finally, there is no legally sufficient basis for the relief that Movants ultimately seek – participation in the attrition program and early retirement offered by UAW Settlement Agreement. Under the terms of the UAW Settlement Agreement, participation in the attrition program and early retirement Movants seek is now foreclosed because participation in the attrition program and selection of an attrition option must have occurred, at the latest, by August 17, 2007. Thus, the time frame for participation in UAW attrition programs is now over and Movants' failure to object when this Court approved the UAW Settlement Agreement denies them a legally sufficient basis for the relief that they seek.⁵ Similarly, Movants' failure to object to the Plan before the objection deadline of January 11, 2008 pursuant to the Solicitation Procedures Order likewise denies them a legally sufficient basis to attack the Plan which incorporates the UAW Settlement Agreement.

39. The Movants' Memorandum Of Law In Support Of Motion To Vacate Stay (the "Movants' Memorandum") contains a series of unsupported

⁵ To the extent that Movants seek to participate in an attrition program offered pursuant to the prior UAW special attrition program available in 2006, they are also foreclosed for the same reasons.

pronouncements ostensibly set forth in response to a recitation of the Sonnax Factors. See Movants' Memorandum p. 3. Virtually all of these statements are inaccurate, and all of them are unsupported by evidence. The following discussion examines several of them within the context of these chapter 11 cases.

(i) Disposition Of The Draft Complaint By The Alabama District Court Would Leave The Ultimate Material Issues In Dispute Unresolved And Would Not Serve The Interests Of Judicial Economy

40. The Movants assert that "determination of the [issues raised by the Draft Complaint] will result in a partial or complete resolution of the issues" and would serve the interests of judicial economy. Movants' Memorandum, p. 3. This statement is incomplete and misleading.

41. If the Alabama District Court had the authority to determine whether the Movants are entitled to transfer to hourly status many years after voluntarily becoming salaried employees, then the Movants' contemplated action might result in a partial resolution of the issues. Such a finding, however, would amount to little more than a threshold ruling of little importance for the Movants by itself and would leave the ultimate material issues in dispute substantially unresolved. After all, the Movants' fundamental objective is to obtain benefits available to hourly employees and participate in the attrition program and early retirement initiatives approved by this Court. The adjudication of any rights the Movants may have to participate in such programs and initiatives, however, falls within the exclusive province of this Court. As discussed below, the Alabama District Court would not have jurisdiction over such questions. In this context, whether the Movants are entitled to the transfer they have requested is a question that is intimately and

inextricably linked to the Movants' ultimate objectives. As a consequence, this Court would have jurisdiction over this preliminary determination as well.

42. The determination of the Movants' entitlement to the benefits made available to hourly employees during the period in question would implicate the UAW Settlement Agreement and this Court's order approving it (the "UAW Settlement Approval Order"). Under the UAW Settlement Approval Order, this Court "retain[s] jurisdiction to hear and determine all matters arising from the implementation and performance of this order and the UAW Settlement Agreement." UAW Settlement Approval Order ¶ 12. In addition, the UAW Settlement is incorporated into and forms an integral part of the Plan. Plan section 7.21(a) specifically assumes the UAW Settlement Agreement and Article 11 of the Plan, specifically incorporates certain release and exculpation provisions of the UAW Settlement Agreement.

43. Under the Plan and applicable case law, this Court retains exclusive jurisdiction over the interpretation and implementation of the Plan. See Article XIII of the Plan; see In re Birting Fisheries, Inc., 300 B.R. 489, 501 (B.A.P. 9th Cir. 2003) (bankruptcy court had exclusive jurisdiction to interpret and enforce a plan); In re Bally Total Fitness of Greater New York, Inc., No. 07-12395 (); 2007 WL 2779438, at *2 (Bankr. S.D.N.Y. Sept. 17, 2007) (BRL) (bankruptcy court has exclusive jurisdiction to determine whether plan complies with Bankruptcy Code); In re Winn-Dixie Stores, Inc., 356 B.R. 813, 816 (Bankr. M.D. Fla. 2006) (same); In re WorldCom, Inc., No. 02-13533, 2006 WL 2400325, at *4 (Bankr. S.D.N.Y. May 8, 2006) (AJG) (recognizing bankruptcy court exclusive jurisdiction over release provisions of plan).

44. Accordingly, the Alabama District Court ultimately could not serve as the appropriate forum in which to resolve disputes concerning which hourly employee benefits the Movants might be entitled to receive. As a result, allowing the Movants to file the Draft Complaint in the Alabama District Court likely would yield no meaningful resolution of the issues, nor would doing so serve the interests of judicial economy.

(ii) Granting The Relief Requested Would Result In Interference With Central Aspects Of The Chapter 11 Cases

45. The Movants assert that the Draft Complaint "does not seek any direct monetary relief against the Debtor.", p. 3 (emphasis added). The Movants also assert that the Draft Complaint "does not have any connection with or interference with [sic] the bankruptcy case" and that "[i]t is clear that allowing the Movants to [prosecute the Draft Complaint in the Alabama District Court] will have no effect on the Bankruptcy Estate. Movants Memorandum, pp. 3-4. If these statements are not simply mistaken, they are certainly misleading and reflect profound misconceptions on the Movants' part concerning key elements of the Debtors' transformation plan.

46. As previously discussed, the Draft Complaint implicates orders of this Court concerning the Plan and various Plan-related agreements. A plan of reorganization serves as the cornerstone of virtually any debtor's restructuring, and the agreements discussed herein form part of the Debtors' Plan. Such matters fall squarely within this Court's jurisdiction, and "'jurisdiction of the bankruptcy courts in all 'proceedings in bankruptcy' is intended to be exclusive of all other courts.'" In re Curtis, 40 B.R. 795, 801 (Bankr. D. Utah 1984) (quoting United States Fidelity & Guaranty Co. v. Bray, 225 U.S. 205, 217 (1915)).

47. In addition, if the Movants' contemplated litigation is permitted to proceed, other potentially similarly situated employees may commence actions of their own asserting rights under the UAW Settlement Agreement (or any of the other memoranda of understanding that Delphi has executed with its principal unions during these cases) in any number of jurisdictions. Such actions could divert the Debtors' resources and disrupt their post-confirmation preparations for emergence from chapter 11. Perhaps more importantly, they could affect other divestitures of non-core businesses.

48. Thus, the relief requested in the Motion has the potential to interfere significantly with the administration of these cases. In In re Curtis, the source of the Sonnax factors, the court noted that interference with the debtors' administration of the reorganization is the most important factor in determining whether to grant stay relief. In re Curtis, 40 B.R. at 806. "Even slight interference with the administration may be enough to preclude relief in the absence of a commensurate benefit." Id.

(iii) The Alabama District Court Is Not A Specialized Tribunal With Particularized Expertise In The Issues Raised In The Draft Complaint

49. The Movants assert that the Alabama District Court "is more suited to determine" the Movants' "claims under ERISA as the [Alabama] District Court has the necessary expertise to hear" them. Movants' Memorandum, p. 3. In fact, however, the Alabama District Court is not "a specialized tribunal with the necessary expertise ... established to hear the cause of action." Sonnax, 907 F.2d at 1286. In this context, "specialized tribunals" are limited to those with particularized expertise directly related to claims brought before them and generally are established primarily to hear such causes of action. See, e.g., In re Worldcom, Inc., No. 02-13533, 2007 WL 841948, at * 7 (Bankr.

S.D.N.Y. March 12, 2007) (AJG) (Mississippi District Court was not "specialized tribunal" for purposes of adjudicating federal anti-discrimination statutes). The Alabama District Court is a court of general jurisdiction. It brings no particularized expertise to bear on the claims asserted in the Draft Complaint and was not established specifically to hear such causes of action.

Conclusion

WHEREFORE the Debtors respectfully request that the Court enter an order (i) denying the Motion and (ii) granting them such other and further relief as is just.

Dated: New York, New York
February 14, 2008

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EXHIBIT E

Hearing Date: February 21, 2008
Hearing Time: 10:00 a.m. (prevailing Eastern time)

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----	x	

DEBTORS' OBJECTION TO SUPPLEMENTAL MOTION OF AUTOMODULAR ASSEMBLIES INC.,
TEC-MAR DISTRIBUTION SERVICES, INC., AND AUTOMODULAR ASSEMBLIES (OHIO) INC. TO
COMPEL ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND ALLOW AND
DIRECT PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM

("OBJECTION TO AUTOMODULAR SUPPLEMENTAL MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC ("DAS LLC"), debtors and debtors-in-possession in the above-captioned cases (the "Debtors"), hereby submit this objection (the "Supplemental Objection") to the Supplement In Support Of Motion Of Automodular Assemblies Inc., Tec-Mar Distribution Services, Inc., And Automodular Assemblies (Ohio) Inc. (collectively, "Automodular") To Compel Assumption Or Rejection Of Executory Contracts And Allow And Direct Payment Of Administrative Expense Claim (Docket No. 12453) (the "Supplemental Motion"), and respectfully represent as follows:

Preliminary Statement

1. On November 30, 2007, Automodular filed the Motion Of Automodular Assemblies Inc., Tec-Mar Distribution Services, Inc., And Automodular Assemblies (Ohio) Inc. To Compel Assumption Or Rejection Of Executory Contracts And Allow And Direct Payment Of Administrative Expense Claim (Docket No. 11180) (the "Motion"). On December 13, 2007, the Debtors filed their Objection to Automodular's Motion (Docket No. 11447) (the "Objection"). Thereafter, on February 1, 2008, Automodular filed its Supplemental Motion. The Debtors continue to object to Automodular's requested relief as set forth herein.¹

2. In the Supplemental Motion, Automodular raises nine claims that it contends arise from breaches of several contracts with DAS LLC for work to be performed at two Automodular locations, one in Lordstown, Ohio (the "Lordstown Claims") and the other in Oshawa, Ontario, Canada (the "Ontario Claims"). In broad terms, Automodular contends that following reductions in the production volume at Automodular's Lordstown and Ontario facilities,

¹ The Debtors incorporate by reference the Objection as if fully set forth herein.

Automodular was contractually entitled to a per-piece price increase to account for costs associated with those reductions. In the aggregate, these volume reduction claims amount to \$1,359,680.28. (See Supplemental Motion ¶¶ 10, 12.) As described more fully below, this argument fails because, among other things, the contracts are requirements contracts. Moreover, the plain language of the contracts contradicts Automodular's position. In addition, Automodular alleges that it is entitled to \$322,307.54 in damages for early termination of production at the Ontario facility of assemblies for use in a vehicle that GM ceased to manufacture at the close of the 2007 model year. (See Supplemental Motion ¶ 12(f).) This claim fails because GM's production of the vehicle model was terminated as projected, and as fully understood by Automodular, in 2007. Moreover, this was, again, a requirements contract with no minimum purchase guarantee. Automodular raises six additional claims² for varying amounts which range from \$191.98 to \$183,931.00 (the "Secondary Claims"), each of which the Debtors dispute as more fully discussed below. For the reasons that follow, the Debtors request that this Court deny the Supplemental Motion in its entirety.

Argument

A. The Contracts Are Requirements Contracts Contemplating Varying Volumes, And With No Volume Guarantees

3. The contracts at issue contain clear and unambiguous language establishing them as requirements contracts with a single per-unit price for each part for each calendar or model year, rather than an arrangement involving volume-based pricing. (See Motion Exs. A, C at Ex. A (which specifically state, "Requirement Contract for 100%").) Specifically, the Lordstown Claims are governed by a series of purchase orders, all of which expressly incorporate Delphi's General

² These additional claims relate to (a) a debit memo that Automodular asserts was improperly taken by DAS LLC, (b) the calculation of a currency adjustment, (c) a requested price increase for the addition of a foam pad to the assembly process, (d) a requested price adjustment for the cost of screws, (e) a requested price adjustment for a label and clip, and (f) alleged short charges on certain invoices.

Terms and Conditions³ by reference and state that each is "a Requirement Contract for 100% unless otherwise specified." (See Motion Ex. A.) The Ontario Claims are governed by a long-term agreement (the "Long Term Contract") which also expressly states that it is a requirements contract. (See Motion Ex. C, Long Term Contract ¶ 1 ("Buyer agrees to purchase, approximately one hundred percent of Buyers production and service requirements").) The Long Term Contract states that "all products will be ordered . . . and delivered . . . in accordance with written purchase orders issued by Buyer," and "Buyer's General Terms and Conditions . . . are hereby incorporated into this Contract by reference." (See Motion Ex. C, Long Term Contract ¶ 6.) Each of the purchase orders issued under the Long Term Contract explicitly states that it is itself a "Requirement Contract for 100% unless otherwise specified." (Supporting Declaration of Michael Bauman executed February 14, 2008, at Exhibit A.) It is indisputable that the contracts state one fixed price for each part number at a particular time, with no provision for variation based on volume.⁴

4. With respect to volume, the contracts here do not require the Debtors to purchase any particular number of units from Automodular. Instead, they provide that the Debtors will purchase "approximately 100% of [its] production and service requirements." (Motion Exs. A & C.) With respect to price, each Contract lists a single per-unit price for each part, without any provision for alternative prices if the number of units purchased by the Debtors falls below any particular level. (Id.)

5. Although the Long Term Contract includes forecasts of the annual number of assemblies DAS LLC anticipates purchasing, these projections cannot be construed as creating an

³ Capitalized terms not defined herein have the meanings set forth in the Objection.

⁴ The Debtors have paid Automodular the prices stated in the purchase orders for all of the assemblies at issue. The Debtors acknowledge that some adjustment to the prices listed on the purchase orders is appropriate based on the currency exchange rate but not to the extent alleged by Automodular. That issue is addressed more fully below.

ambiguity regarding price or volume. (See Motion Ex. C, Long Term Contract Ex. A.) The parties expressly addressed the purpose and effect of those forecast volumes in section 2.7 of the General Terms and Conditions, which the Long Term Contract incorporates by reference. (See Motion Ex. C, Long Term Contract ¶ 6.) That section provides that:

Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirement for goods. Seller acknowledges that any such forecasts are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts provided to Seller, including with respect to the accuracy or completeness of such forecasts.

(Motion Ex. C, General Terms and Conditions § 2.7.) This provision defeats any effort to use the volume forecasts as the basis for altering the pricing structure set forth in the contracts. At most, the projections provided in the Long Term Contract merely protect Automodular against the risk of either an unreasonably disproportionate increase in orders or a bad-faith decrease in orders, and neither situation is even alleged to exist here.

6. Automodular contended in the depositions taken that the various bidding documents support its position and are part of the contracts with the Debtors. This is just another attempt by Automodular to ignore the terms of its own contracts with the Debtors. Specifically, the contracts at issue have a clear integration clause.⁵ When the parties enter into an integrated

⁵ The integration clause at paragraph 29 of the General Terms and Conditions provides: "This Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract amendment issued by Buyer." This Court has previously ruled in these cases, in the context of the litigation of a claim objection, that an integration clause contained in a Delphi purchase order should be upheld. In that contested matter, which involved the Debtors' objection to proof of claim number 2707 filed by Laborsource 2000, Inc. ("Laborsource"), a Delphi supplier asserted a claim based on, among other things, the allegedly early termination of a requirements contract, which contract was in the form of a blanket purchase order issued from Delphi to Laborsource. Laborsource relied, at least in part, on a document issued by Delphi soliciting bids for the project, as well as Laborsource's own bid. This Court found, however, (cont'd)

agreement, the parol-evidence rule generally prohibits a party from presenting "evidence of contract negotiations" or "prior or contemporaneous agreements" to "contradict or vary . . . the terms of a contract which is clear and unambiguous." UAW-GM Human Res. Center v. KSL Recreation Corp., 579 N.W.2d 411, 414 (Mich. App. 1998) (explaining parol-evidence rule); accord Wiggins v. Orhanen, Docket No. 264497, 2006 WL 3020259, at *1 (Mich. Ct. App. Oct. 24, 2006) (per curiam) (same).

7. Moreover, Section 2.5 of the General Terms and Conditions specifically provides that "[i]f the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation" (emphasis added). This paragraph unambiguously precludes Automodular from seeking a price adjustment based on GM's, and thus Delphi's, reduced requirements and resulting change in line speed or production schedule.

8. Under Michigan law, the agreed governing law of these contracts, when the language in the contract is clear and unambiguous, that language "is reflective of the parties' intent as a matter of law." Quality Prods., 666 N.W.2d at 259; accord UAW-GM Human Res. Center, 579 N.W.2d at 414 ("This court does not have the right to make a different contract for the parties . . .

(cont'd from previous page)

that the purchase order "has a clear provision providing that it sets forth the complete and final agreement between buyer and seller and that no other agreement in any way modifying any of set terms and conditions will be binding upon that buyer, that is DAS [LLC], unless made in writing and signed by buyer's authorized representative. The agreement also incorporates specifically by reference [Delphi's] terms and conditions of January 2001 which, as the agreement states, the supplier has received a copy of. Those terms and conditions are also in evidence and they provide for, among other things, again, an integration provision requiring that any changes to them be expressly agreed to in writing by DAS [LLC]." (March 1, 2007 Claims Hearing transcript at 22.) This Court then noted that, under Michigan law, the parol evidence rule "excludes the admission of parol evidence where the party's intent that a written instrument be the complete expression of their agreement is clear on the face of the agreement." (Id. at 25.) Based in part on the language on the face of Delphi's purchase order, this Court held that Laborsource could not rely on parole evidence to challenge the express and clear terms of Delphi's purchase order. (Id.)

when the words used by them are clear and unambiguous and have a definitive meaning.").⁶ In analyzing whether a contract is clear on its face, courts must "not strain to find ambiguity," Cole v. Auto-Owners Ins. Co., 723 N.W.2d 922, 924 (Mich. Ct. App. 2006), and must avoid "creating ambiguities where none exist," UAW-GM Human Res. Center, 579 N.W.2d at 414. In this case, the language of the contracts creates no ambiguities.

9. Michigan courts recognize "the validity of 'requirements' contracts," including "in the context of service agreements." See J & B Sausage Co. v. Dep't of Mgmt & Budget, LC No. 04-000091-MK, 2007 WL 28409, at *3 (Mich. Ct. App. Jan. 4, 2007) (citing E.C. Dailey Co. v. Clark Can Co., 87 N.W. 761 (Mich. 1901); Hickey v. O'Brien, 82 N.W. 241 (Mich. 1900)).⁷ Consistent with the explicit exclusion of any volume guarantee in the General Terms and Conditions, applicable law also provides that volumes under requirements contracts are not certain in any respect. Indeed, in the absence of bad faith (of which there is no evidence in this case), a buyer does not breach a requirements contract by ordering even nothing under the contract. See, e.g., Tigg Corp. v. Dow Corning Corp., 962 F.2d 1119, 1126 (3d Cir. 1992) (applying Michigan law, and explaining that if buyer has "good faith reason for demanding no goods from the seller . . . the buyer does not breach by ordering no goods"); NCC Sunday Inserts, Inc. v. World Color Press, Inc., 759 F. Supp. 1004, 1008-09 (S.D.N.Y. 1991) ("the seller assumes the risk of all good faith variations in the buyer's requirements") (citing Empire Gas Corp. v. American Bakeries Co., 840

⁶ Michigan courts recognize that "the intent of the contracting parties is best discerned by the language actually used in the contract." Rory v. Continental Ins. Co., 703 N.W.2d 23, 30 n.21 (Mich. 2005); accord Royal Prop. Group, LLC v. Prime Ins. Syndicate, Inc., 706 N.W.2d 426, 432 (Mich. Ct. App. 2005) (explaining that "language of the parties' contract is the best way to determine what the parties intended").

⁷ The Debtors provide to Automodular as bailee goods, and Automodular assembles those goods for shipment to GM. Because Automodular is providing services, common law rather than the Uniform Commercial Code governs the contracts. See J & B Sausage Co. 2007 WL 28409, at *1-2.

F.2d 1333, 1337-38 (7th Cir. 1988)).⁸ This Court has also noted in these chapter 11 cases that Michigan law recognizes requirements contracts, even when no requirements arise, with the only limitation being that the contracting party must act in good faith with respect to its requirements. (See Transcript, March 1, 2007 Claims Hearing at 25.) Courts are more concerned when the variation from the estimate is a disproportionate increase, rather than a decrease because "if the market price of the subject goods rises above the contract price, a buyer in a requirements contract might be tempted to demand more goods than it truly needs in order to resell them for the better market price. On the other hand, exploitation, beyond bad faith, is not a concern if a buyer demands less than a stated estimate." Atlantic Track & Turnout Co. v. Perini Corp., 989 F.2d 541, 544-45 (1st Cir. 1993).

B. A Reduction In Volume Is Not A Change In Scope Under The Contracts

10. Despite the well-settled nature of a requirements contract, and the specific language in the contracts precluding price adjustments based on volume reductions, Automodular contends that a separate provision in the General Terms and Conditions entitles it to a per-piece price increase based only on reduced volumes of goods and services provided.

11. In particular, Automodular asserts that a reduction in volume, which results in a change in line speed or the number of shifts required per day, constitutes a "change in scope" as

⁸ Cases reaching this conclusion are legion. See, e.g., Wiseco, Inc. v. Johnson Controls, Inc., 155 Fed. Appx. 815, 817 (6th Cir. 2005) (explaining that section 2306(1) permits "good faith reductions in requirements, as opposed to increases, even though the reductions may be highly disproportionate to stated estimates"); Brewster, 33 F.3d at 364-65 (buyer "may reduce its requirements to any amount, including zero, so long as it does so in good faith"); Atlantic Track, 989 F.2d at 544 (section 2306(1) "permits good faith reductions that are highly disproportionate"); Empire Gas Corp. v. Am. Bakeries Co., 840 F.2d 1333, 1338 (7th Cir. 1988) (buyer can "reduce his requirements to zero if he was acting in good faith, even though the contract contained an estimate of those requirements"); Angelica Uniform Group, Inc. v. Ponderosa Sys., Inc., 636 F.2d 232, 232 (8th Cir. 1980) (per curiam) (section 2306(1) allows buyer "to order reductions which are highly disproportionate to a stated estimate, if such reductions are done in good faith"); R.A. Weaver & Assocs., Inc. v. Asphalt Constr., Inc., 587 F.2d 1315, 1322 (D.C. Cir. 1978) (section 2306(1) "does not preclude good faith reductions that are highly disproportionate to . . . stated estimates").

that phrase is used in paragraph 3 of the General Terms and Conditions.⁹ Paragraph 3 of the General Terms and Conditions, titled "Specifications, Design And Scope Changes," however, provides: "Buyer may at any time require Seller to implement changes to the specifications or design of the goods or the scope of any services or work covered by this Contract, including work related to inspection, testing or quality control." (See Motion Ex. C, General Terms and Conditions ¶ 3.) The term "scope," as used in paragraph 3 of the General Terms and Conditions, thus refers to and includes such incremental obligations as require additional work to complete. The phrase "change in scope" does not include, as Automodular claims, reductions in the volume of goods or services provided. (Id.) Furthermore, the structure of the General Terms and Conditions itself undermines Automodular's contention that a volume reduction constitutes a change in scope. Changes in volume are addressed separately in Section 2.7 of the General Terms and Conditions, that is, in a section other than the section entitled "Specification, Design And Scope Changes" pursuant to which Seller acknowledges that any forecasts are for informational purposes only and are subject to change.¹⁰ (Id.) Delivery schedules are also addressed separately at paragraph 2.5 of the General Terms and Conditions. That section expressly states that price adjustments will not be made based on changes to the delivery schedule resulting from a change in DAS LLC's customer's requirements.

⁹ In the Motion, Automodular assert that, with respect to volume reductions, "Delphi issued notices of change in scope." (Motion ¶¶ 4, 9.) Automodular has acknowledged that in fact GM, not Delphi, issued the notices of "change in scope." (See Dell Dep. 89, line 18.) This GM notice should not be relevant to the Debtors contractual relationship with Automodular, and are not germane to the issues at hand.

¹⁰ Section 2.7 provides: "Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirement for goods. Seller acknowledges that any such forecasts are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts provided to Seller, including with respect to the accuracy or completeness of such forecasts." (Motion Ex. C, General Terms and Conditions § 2.7.)

12. Automodular's argument that a volume reduction constitutes a change in scope would convert the contracts from requirements contracts for 100% of the Debtors' requirements to contracts with volume-based pricing. Contrary to the structure of much of the auto industry, Automodular also argues that it is entitled to a price increase because the drop in production volume increases its per-piece cost.¹¹ Automodular has asserted to Delphi Thermal Systems that the reduction in line speed that results from a decrease in required volume changes labor costs. Once again, movant's argument contradicts the plain language of the contract. Specifically, the Long Term Contract expressly provides that, with respect to the work at the Ontario facility, "[n]o price increases . . . will be made on account of . . . (ii) any increases in Seller's labor, materials, overhead, or other costs." (Motion Ex. C, Long Term Contract ¶ 3; Objection ¶ 15.) In sum, the contracts themselves provide the conclusive bar to Automodular's unilateral efforts to renegotiate the arm's-length agreements at issue here.

13. To bolster its flawed legal argument, Automodular further concludes that the Debtors "admitted that General Motors issued changes in the scope of work to be performed under the contract." (See Supplemental Motion ¶ 17.) It is true that GM issued direction to the Debtors, including, for example, requiring that component parts be added or removed from the assembly process. These changes would be considered changes in scope under the Delphi General Terms and Conditions and are addressed in the Secondary Claims section of this brief. For example, adding a foam pad to the production of a CRFM could change the scope of work to be performed. The Debtors therefore admitted that GM had issued changes in scope with respect to the goods that DAS

¹¹ Automodular calculates the price increase it demands, not by reviewing and assessing its costs, but by multiplying the contract price by the inverse of the volume reduction (for example, if the volume requirements decreases by 10%, Automodular increased the per piece price by 10%). This method of calculating the price increase is altogether inconsistent with the contracts. Indeed, the contracts on their face and by their nature do not support a price adjustment based on a reduction in the volume of goods that the Debtors required. (See Objection ¶¶ 13-15.)

LLC provides to GM. But that is irrelevant to the volume reduction issue. Indeed, the Debtors do not admit that GM issued to the Debtors any change in scope document relating to volume reductions.¹² In fact, the Debtors received no such document from GM relating to the goods covered by the contracts. Moreover, the Debtors are currently unaware of any instance in which GM has considered a volume reduction to be a change in scope.

14. Nevertheless, Automodular asserts that it received a notice of "scope change" directly from GM relating to the same vehicles. But, the contracts at issue here are between DAS LLC and Automodular, not GM and Automodular. Any documentation regarding changes in scope issued by GM is irrelevant and, in any case, cannot be considered here. The General Terms and Conditions, which are expressly incorporated by reference into each purchase order, contain an integration clause stating that the contract "constitutes the entire agreement between [Automodular] and [the Debtors] . . . and supersedes all prior oral or written representations and agreements." (Motion Ex. C, General Terms and Conditions ¶ 29.) Under Michigan law, this clause precludes Automodular from relying on extrinsic documents to contradict the unambiguous pricing terms set forth in the contracts. See, e.g., UAW-GM Human Resource Center, 579 N.W.2d at 415-18 ("when the parties include an integration clause in their written contract, it is conclusive"); Ind. Lumbermen's Mut. Ins. Co. v. County of Luce, No. 236082, 2002 WL 1277026, at *1 (Mich. Ct. App. June 7, 2002) (per curiam) ("The contract has an explicit integration clause; therefore, the clause is conclusive that the contract is complete."). Moreover, of note, Automodular made requests to GM for price adjustments based on alleged changes in scope relating to reductions in

¹² This refers to the same "Change in Scope Form" discussed in footnote 9, which Automodular received from GM.

volume, and GM has declined thus far to change its prices and has formally rejected one request.

(See Transcript of Deposition of Chris Dell on February 11, 2008 at 121-25.)

15. In sum, to allow Automodular to force a price adjustment on account of a reduction in volume not only would contradict the express terms of the contracts and the law relating to requirements contracts, but it contradicts DAS LLC's ordinary course of business. The Debtors conduct business with most of their suppliers through requirements contracts. The Debtors' requirements frequently fluctuate based on the needs of their customers and the trends in the automobile industry. If suppliers were able to demand price adjustments every time volumes change, as Automodular has done here, the Debtors would lose the ability to predict costs and bid accurately on future work. Furthermore, the Debtors' own contracts with their customers are generally requirements contracts, and generally do not allow the Debtors to adjust their costs when volumes change. Automodular's reading makes no sense under the law or the reality of the automotive parts business.

C. The Requirements Contracts Also Preclude Automodular's
Claim For Termination Costs

16. Automodular also seeks \$322,307.54 under the Long Term Contract for costs associated with "early termination" of the GMX 231 model in 2007. As explained above, in a requirements contract, a good faith reduction in requirements, even to zero, is not considered an actionable breach of contract. Tigg Corp., 962 F.2d at 1126 (if buyer has "good faith reason for demanding no goods from the seller . . . the buyer does not breach by ordering no goods"). Here, the end of production of the GMX 231 model was in good faith and was solely the result of GM's termination of this vehicle line – not any nefarious desire on the Debtors' part to get out of the requirement contracts. See, e.g., R.A. Weaver & Assocs., Inc. v. Asphalt Constr. Inc., 587 F.2d 1315 (D.C. Cir. 1978) (finding that change in requirements of buyer's own customers is sufficient

justification for buyer to make corresponding change in quantity of goods requested under requirements contract); TVA v. Imperial Profl Coatings, 599 F. Supp. 436 (E.D. Tenn. 1984) (same). DAS LLC continued to order CRFMs from Automodular for other vehicles pursuant to the Long Term Contract. Even if DAS LLC had not continued to order parts under the contracts, because DAS LLC's requirements for the GMX 231 were reduced due to legitimate business reasons, the Debtors complied with the terms of the contracts and thus Automodular cannot recover for costs relating to the reduction in requirements. (See Transcript, March 1, 2007 Claims Hearing at 25.)

17. Furthermore, despite the fact that the Long Term Contract runs through 2010, it covers multiple vehicle models, not all of which are slated to run through 2010. In fact, the GMX 231 model was always slated to end by 2007. (See Supporting Declaration of Greg Conley, executed February 14, 2008, ¶ 11.) Automodular should not have formed any expectation that this particular model would be in production through 2010. (Id.) Automodular therefore is not entitled to fees and costs associated with the termination of the GMX 231 model, because the contract was not terminated early, but rather the vehicle model in question terminated as projected.

D. Automodular's Secondary Claims Are Inflated And Unsubstantiated

18. Automodular has identified Secondary Claims relating to:

- (a) a debit memo for overcharges for grease used by Automodular (\$183,931.00);
- (b) a currency exchange rate adjustment pursuant to the Long Term Contract (\$156,354.77);
- (c) the addition of a foam pad to the production process (\$66,012.00);
- (d) adjustments for materials including screws (\$10,630.00) and a label and clip (\$1,131.11); and
- (e) short charges on invoices (\$191.98 and \$4,442.05).

(Supplemental Motion ¶¶ 10, 12.) Automodular has failed to provide sufficient supporting documentation to justify any of the Secondary Claims. Both the Long Term Contract and the General Terms and Conditions include provisions requiring Automodular to "provide detailed cost breakdown information" (Motion Ex. C, Long Term Contract ¶ 5) and "documentation of changes in [Automodular's] cost of production." (Motion Ex. C, General Terms And Conditions ¶ 3.) The Long Term Contract requires that the "Buyer and Seller will work together to implement cost savings and productivity improvements . . . in order to reduce Seller's costs of supplying each product," and that "the Seller agrees to work cooperatively with Buyer on Supplier Development and Cost Management." (Motion Ex. C, Long Term Contract ¶ 5.) The Debtors consistently requested additional information and sought to work with Automodular to eliminate or offset costs incurred beyond those provided for in the contracts. Automodular has not, however, provided the necessary support for its claims relating to the debit memo, the currency adjustment, and price adjustments for parts including the foam pad, the label and clip, and the steel screw, or the short charges as required under the contracts. Furthermore, even it had established that it faced increased costs, Automodular has not established that it made efforts to become more efficient to offset those increased costs.

19. Debit Memo. Automodular asserts that it is owed \$183,931.00 for grease charges. (See Supplemental Motion ¶12(e).) Yet, Automodular admitted that it overcharged DAS LLC for the grease. Following the parties' agreement about the amount of the overcharge, the Debtors issued a debit memo. (See Conley Decl. ¶ 13.) At the time the debit memo was issued and taken, Automodular did not contest the validity of the amount it owed to the Debtors. Instead, Automodular insisted that DAS LLC not take the debit absent a price increase based on the volume reduction. (Id.) That position is baseless. Tying the Debtors' ability to effect the debit memo to the

resolution of the volume reduction disputes is merely an attempt by the movant to hold the Debtors hostage. The General Terms and Conditions provide that "with respect to any monetary obligations of Seller . . . to Buyer . . . Buyer may at any time, as applicable, recover, recoup or setoff such amounts by deducting such amounts from any sums that are, or will become, owing, due or payable to Seller or Seller's affiliates by Buyer or Buyer's affiliates." (See Motion Ex. C, General Terms and Conditions ¶ 21). Accordingly, Automodular cannot refuse to comply with the terms of its contract by refusing to accept the debit for the overcharges simply because it is unhappy with the other terms of the bargain it struck.

20. Currency Exchange. Automodular also seeks \$156,354.77 based on currency exchange adjustments pursuant to the Long Term Contract. (Supplemental Motion ¶ 12.) This amount is inflated. Indeed, most of the amount of the currency exchange deficiency is related to the alleged price increase due to volume reductions. As to the balance, the Debtors cannot comprehend Automodular's calculation of the currency exchange deficiency. Nevertheless, the Debtors acknowledge that the Long Term Contract calls for quarterly adjustments to the currency exchange rate, and accordingly, the Debtors have adjusted the price reflected on the affected purchase orders to account for the proper currency exchange rate for each quarter to date using the contract price and materials costs. Automodular rejected these purchase orders and insists that the currency exchange issue be resolved only as a package deal with its claims regarding the volume reduction, debit memo, and foam pad. (See Conley Decl. ¶ 14.) The currency exchange issue should easily be separated out and resolved using the contract pricing and the actual cost of materials.

21. Foam Pad. Automodular claims \$66,012.00 for the re-introduction of a foam pad into the production process on certain assemblies. The Debtors are willing to adjust the per piece price of goods provided by Automodular to account for the addition of the foam pad to the

production process at a fair and reasonable cost. The Debtors, however, worked with Automodular to streamline production so that the addition of the foam pad does not require any additional labor. (See Conley Decl. ¶ 15.) Based on their review of the series of quotes provided by Automodular, the Debtors concluded that Automodular's quotation of \$.118 per piece is inflated and unsubstantiated. Automodular previously bid \$.05 per piece, even when they needed to increase labor to add the foam pad. (Id. at ¶ 16) The documents show that the addition of the foam pad should increase the price by no more than \$.05 per piece or an aggregate amount of no more than \$28,000. Delphi's General Terms and Conditions provide that Delphi Thermal Systems "will equitably determine any adjustment in price" relating from a change to the specifications of its assemblies. (Motion Ex. C, General Terms and Conditions ¶ 3.) Because it is up to Delphi Thermal Systems to determine the equitable price adjustment, Automodular cannot unilaterally demand a certain price.

22. Miscellaneous Items. Finally, Automodular has added in the Supplemental Motion relatively small claims for a screw (in the amount of \$10,630.00), short charges on invoices (in the amounts of \$191.98 and \$4,442.05), and a label and clip addition (in the amount of \$1,131.11). With respect to the steel screws, DAS LLC did not grant the price increase for the increased cost of screws when it was requested in 2004.¹³ Automodular was purchasing the screws on behalf of DAS LLC from the underlying supplier, and DAS LLC negotiated with the underlying supplier to prevent it from raising prices for DAS LLC. (See Conley Decl. ¶ 17.) Automodular was not entitled to pass along a cost that DAS LLC would not have incurred had it purchased the screws

¹³ Because this claim arose in 2004, it should have been included on Automodular's prepetition proof of claim. This claim is therefore precluded by the Bar Date in these cases. The parties have reached a settlement in principle with respect to Automodular's prepetition claim, which after applying a setoff, results in Automodular owing money to Delphi.

directly. Moreover, Automodular has not provided evidence that it actually paid any increased price for the screws.

23. As of the time of filing this objection, Automodular has not provided any explanation or support for the short charges on invoices that it has first asserted in paragraph 12 of the Supplemental Motion. (See Supplemental Motion ¶ 12.) Upon receipt of an explanation of and support for these allegations as required under the Long Term Contract and the General Terms and Conditions, the Debtors will investigate to determine if any amounts are owed Automodular.

24. Lastly, the cost of the label and clip addition at the Ontario facility was incorporated into the purchase order prices as a change in scope on October 1, 2006. In fact, the Debtors have only recently learned that, although the cost of the label and clip was added on to all part numbers, Automodular is incorporating a label and clip into only two of the assemblies. The Debtors have been paying for a label and clip that is not being used on the remaining assemblies since October 1, 2006. Therefore it is actually Automodular that owes the Debtors for the clip and label charges.¹⁴ (See Conley Decl. ¶ 18.)

Conclusion

25. The Debtors have complied with their obligations under the contracts. Automodular is not entitled to price adjustments or compensation due a change in DAS LLC's requirements, and it has failed to establish a basis for its remaining claims.¹⁵ For all of the reasons set forth above, the Supplemental Motion should be denied in its entirety.¹⁶

¹⁴ The Debtors reserve their rights in law and in equity to pursue Automodular to recover all overpayments made to Automodular and its affiliates. (See General Terms and Conditions ¶ 21.)

¹⁵ The Debtors reserve their rights to respond or supplement the Supplemental Objection to the extent that Automodular introduces new docs or information in its final witness declarations.

¹⁶ In the Motion, Automodular seeks to compel immediate assumption or rejection of its contracts. Since Automodular filed the Motion, the Debtors have served their notices of intent to cure pursuant to the

(cont'd)

Memorandum Of Law

26. Because the legal points and authorities upon which this Supplemental Objection relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

(cont'd from previous page)

Solicitation Procedures Order. Automodular received a notice of intent to cure those of its purchase orders that were issued prepetition and remain in effect. Automodular therefore has received the notice it seeks in the Motion as to whether its contracts will be cured. (See Motion ¶¶ 13-15.) With respect to those contracts that are not subject to assumption, Automodular has filed prepetition claims and may assert administrative claims for any alleged postpetition defaults. As explained in the Objection at paragraphs 5 through 10, Automodular's request to compel assumption or rejection is unnecessary and therefore should be denied.

WHEREFORE, the Debtors respectfully request that the court enter an order (i) denying the Motion and (ii) granting the Debtors such other and further relief as is just.

Dated: New York, New York
February 14, 2008

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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EXHIBIT F

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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NOTICE OF ADJOURNMENT OF CLAIMS OBJECTION HEARING WITH
RESPECT TO DEBTORS' OBJECTION TO PROOF OF CLAIM NO. 14109
(KENSA LLC)

PLEASE TAKE NOTICE that on September 21, 2007, Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), objected to proof of claim number 14109 (the "Proof of Claim") filed by KenSa LLC (the "Claimant") pursuant to the Debtors' Twenty-First Omnibus Objection Pursuant To 11 U.S.C. § 502(B) And Fed. R. Bankr. P. 3007 To Certain (A) Duplicate or Amended Claims, (B) Untimely Equity Claim; (C) Insufficiently Documented Claims, (D) Claims Not Reflected On Debtors' Books and Records, (E) Untimely Claims, And (F) Claims Subject to Modification, Tax Claim Subject To Modification, And Modified Claims Asserting Reclamation (Docket No. 9535).

PLEASE TAKE FURTHER NOTICE that on November 27, 2007, the Debtors filed the Notice Of Claims Objection Hearing With Respect To Debtors' Objection To Proof Of Claim No. 14109 (KenSa LLC) (Docket No. 11131) scheduling a claims objection hearing (the "Claims Objection Hearing") for purposes of holding an evidentiary hearing on the merits of the Proof of Claim for January 31, 2008, at 10:00 a.m. (prevailing Eastern time) in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that on January 7, 2008, the Debtors filed the Notice Of Adjournment Of Claims Objection Hearing With Respect To Debtors' Objection To Proof Of Claim No. 14109 (KenSa LLC) (Docket No. 11751) adjourning the Claims Objection Hearing to February 29, 2008, at 10:00 a.m. (prevailing Eastern time) in the Court.

PLEASE TAKE FURTHER NOTICE that pursuant to Paragraph 9(a)(ii) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (I) Dates For Hearings Regarding Objections To Claims And

(II) Certain Notices And Procedures Governing Objections To Claims, entered December 7, 2006 (Docket No. 6089) (the "Order") the Claims Objection Hearing for purposes of holding an evidentiary hearing on the merits of the Proofs of Claim is hereby adjourned to a future date to be noticed by the Debtors.

PLEASE TAKE FURTHER NOTICE that the Claims Objection Hearing will proceed in accordance with the procedures provided in the Order unless such procedures are modified in accordance with Paragraph 9(k) thereof. All provisions and deadlines set forth in the Order shall remain in full force and effect. Those deadlines calculated based on the hearing date or the notice date shall be calculated based on the future hearing date to be further noticed by the Debtors or the future notice date, as applicable, rather than the February 29, 2008 hearing date or the January 7, 2008 notice date, as applicable. Please review the Order carefully — failure to comply with the procedures provided in the Order (or as modified pursuant to Paragraph 9(k)) could result in the disallowance and expungement of the Proof of Claim. A copy of the Order is attached hereto for your convenience.

Dated: New York, New York
February 14, 2008

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

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Attorneys for Delphi Corporation, et al.,
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:
In re	:
	:
DELPHI CORPORATION, <u>et al.</u> ,	:
	:
Debtors.	:
	:
-----X	

Chapter 11
Case No. 05-44481 (RDD)
(Jointly Administered)

ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m),
3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR
HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN
NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS

("CLAIM OBJECTION PROCEDURES ORDER")

Upon the Motion For Order Pursuant To 11 U.S.C. §§ 502(b) And 502(c) And
Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For
Hearings Regarding Disallowance Or Estimation Of Claims And (ii) Certain Notices And
Procedures Governing Hearings Regarding Disallowance Or Estimation Of Claims, dated
October 31, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and
affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the
"Debtors"); and upon the objections to the Motion and the record of the hearing held on the
Motion; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:¹

A. Proper, timely, adequate, and sufficient notice of the Motion has been provided, such notice was good, sufficient and appropriate under the particular circumstances, and no other or further notice of the Motion is or shall be required.

B. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding under 28 U.S.C. § 157 (b)(2). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The relief requested in the Motion and granted herein is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court shall conduct special periodic hearings on contested claims matters in these cases (the "Claims Hearing Dates"), to be held in Courtroom 610, United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004 unless the Debtors and the parties whose claims are affected are otherwise notified by the Court. The following dates and times have been scheduled as Claims Hearing Dates in these chapter 11 cases:

December 13, 2006 at 10:00 a.m. (prevailing Eastern time)

January 12, 2007 at 10:00 a.m. (prevailing Eastern time)

February 14, 2007 at 10:00 a.m. (prevailing Eastern time)

March 1, 2007 at 10:00 a.m. (prevailing Eastern time)

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

March 21, 2007 at 10:00 a.m. (prevailing Eastern time)

April 5, 2007 at 10:00 a.m. (prevailing Eastern time)

April 27, 2007 at 10:00 a.m. (prevailing Eastern time)

May 10, 2007 at 10:00 a.m. (prevailing Eastern time)

May 24, 2007 at 10:00 a.m. (prevailing Eastern time)

June 1, 2007 at 10:00 a.m. (prevailing Eastern time)

June 14, 2007 at 10:00 a.m. (prevailing Eastern time)

June 22, 2007 at 10:00 a.m. (prevailing Eastern time)

July 12, 2007 at 10:00 a.m. (prevailing Eastern time)

July 20, 2007 at 10:00 a.m. (prevailing Eastern time)

August 2, 2007 at 10:00 a.m. (prevailing Eastern time)

August 17, 2007 at 10:00 a.m. (prevailing Eastern time)

August 30, 2007 at 10:00 a.m. (prevailing Eastern time)

September 28, 2007 at 10:00 a.m. (prevailing Eastern time)

October 11, 2007 at 10:00 a.m. (prevailing Eastern time)

October 26, 2007 at 10:00 a.m. (prevailing Eastern time)

November 8, 2007 at 10:00 a.m. (prevailing Eastern time)

November 30, 2007 at 10:00 a.m. (prevailing Eastern time)

December 6, 2007 at 10:00 a.m. (prevailing Eastern time)

2. Any response to a claims objection or an omnibus claims objection (a "Response") must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006,

9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered on October 26, 2006 (the "Amended Eighth Supplemental Case Management Order") (Docket No. 5418), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese), in each case so as to be received no later than 4:00 p.m. (prevailing Eastern time) on the seventh calendar day prior to the Omnibus Hearing for which the relevant claims objection or omnibus claims objection is scheduled.

3. Every Response must contain at a minimum the following:

- (a) the title of the claims objection to which the Response is directed;
- (b) the name of the claimant (each holder of a proof of claim, a "Claimant") and a brief description of the basis for the amount of the claim;
- (c) a concise statement setting forth the reasons why the claim should not be disallowed, expunged, reduced, or reclassified, including, but not limited to, the specific factual and legal bases upon which the Claimant will rely in opposing the claims objection;
- (d) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that the Claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that the Claimant shall disclose to the Debtors all information and provide copies of all documents that the Claimant believes to be

confidential, proprietary, or otherwise protected and upon which the Claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints;

(e) to the extent that the claim is contingent or fully or partially unliquidated, the amount that the Claimant believes would be the allowable amount of such claim upon liquidation of the claim or occurrence of the contingency, as appropriate; and

(f) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the claim.

4. Only those Responses made in writing and timely filed and received will be considered by the Court. If a Claimant whose proof of claim is subject to a claims objection and who is served with the relevant claims objection fails to file and serve a timely Response in compliance with the foregoing procedures, the Debtors may present to the Court an appropriate order seeking relief with respect to such claim consistent with the relief sought in the relevant claims objection without further notice to the claimant, provided that, upon entry of such an order, the claimant shall receive notice of the entry of such order as provided below; provided, however, that if the claimant files a timely Response, which does not include the required minimum information provided in paragraph 3 above, the Debtors shall seek disallowance and expungement of the relevant claim or claims only in accordance with the Claims Hearing Procedures provided in paragraph 9 below.

5. To the extent that a Response is filed with respect to any claim listed in a claims objection (each, a "Contested Claim"), each such Claim and the objection to such Claim asserted in the claims objection shall be deemed to constitute a separate contested matter as contemplated by Bankruptcy Rule 9014.

6. The Debtors are hereby authorized and directed to serve each Claimant whose proof of claim is listed in any omnibus claims objection with (a) a personalized Notice Of Objection To Claim which specifically identifies the Claimant's proof of claim that is subject to objection and the basis for such objection and (b) a complete copy of the relevant omnibus

claims objection without exhibits. Service of omnibus claims objections in such manner shall constitute good and sufficient notice and no other or further notice to claimants of an omnibus claims objection shall be required.

7. Kurtzman Carson Consultants, LLC (the "Claims Agent") is hereby authorized and directed to serve all orders entered with respect to any omnibus claims objections, including exhibits, upon only the master service list and the 2002 list. The Claims Agent is hereby further authorized and directed to serve all claimants whose proofs of claim are the subject of an order entered with respect to an omnibus claims objection with a copy of such order, without exhibits, and a personalized Notice Of Entry Of Order in the form attached hereto as Exhibit A specifically identifying such Claimant's proof of claim that is subject to the order, the Court's treatment of such proof of claim, and the basis for such treatment, and advising the Claimant of its ability to view the order with exhibits free of charge on the Debtors' Legal Information Website. Without limiting the foregoing, the Court hereby directs the Claims Agent to serve the First Omnibus Claims Order in the manner provided hereby.

8. Any order entered by the Court with respect to an objection asserted in an omnibus claims objection shall be deemed a separate order with respect to each claim covered by such order.

9. The following procedures shall apply with respect to the determination of Contested Claims (the "Claims Hearing Procedures"):

(a) Adjournment Of Claims Hearing.

(i) All Contested Claims for which a timely Response is filed shall be automatically adjourned to a future hearing, the date of which shall be determined by the Debtors, in their sole discretion, by serving the Claimant with notice as provided herein. The Debtors may send such notice to each Claimant when they deem it appropriate to do so, subject to the requirements of the Bankruptcy Code, the Bankruptcy Rules, and any further order of this Court.

The Debtors shall schedule the further hearing upon each Contested Claim to a Claims Hearing of the Debtors' election:

(A) for a non-evidentiary hearing to address the legal sufficiency of the particular proof of claim and whether the proof of claim states a claim against the asserted Debtor under Bankruptcy Rule 7012 (a "Sufficiency Hearing"), by serving upon the relevant Claimant by facsimile or overnight delivery, and filing with this Court, a notice substantially in the form attached hereto as Exhibit B (a "Notice Of Sufficiency Hearing") and a copy of this Order at least 20 business days prior to the date of such Sufficiency Hearing, or

(B) for an evidentiary hearing on the merits of such Contested Claim (a "Claims Objection Hearing"), by serving upon the relevant Claimant by facsimile or overnight delivery, and filing with this Court, a notice substantially in the form attached hereto as Exhibit C (a "Notice Of Claims Objection Hearing" and, collectively with the Notice of Sufficiency Hearing, the "Notices of Hearing") and a copy of this Order at least 65 calendar days prior to the date of such Claims Objection Hearing.

(ii) The Debtors, in their sole discretion, are authorized to further adjourn a hearing scheduled in accordance herewith at any time by providing notice to the Court and the Claimant at least five business days prior to the date of the scheduled hearing; provided, however, that the hearing on any Contested Claim shall not be adjourned for more than a total of 180 calendar days from date of service of the initial Notice of Hearing set forth in paragraph 9(a)(i)(A) and (B) above without consent of the Claimant with respect thereto, unless otherwise ordered by the Court.

(b) Sufficiency Hearing Procedures.

(i) To the extent that a Contested Claim is adjourned to a Sufficiency Hearing, if the Debtors wish to file a supplemental pleading, they shall file and serve their pleading no later than ten calendar days before the scheduled Sufficiency Hearing. The supplemental pleading shall not exceed fifteen single-sided, double-spaced pages.

(ii) To the extent that a Contested Claim is adjourned to a Sufficiency Hearing, if the Claimant wishes to file a supplemental response, the Claimant shall file and serve its response no later than two business days before the scheduled Sufficiency Hearing. The supplemental response shall not exceed fifteen single-sided, double-spaced pages.

(iii) To the extent that this Court determines upon conclusion of the Sufficiency Hearing that a Contested Claim cannot be disallowed in whole or in part without further proceedings, the Debtors shall provide to the Claimant a Notice Of Claims Objection Hearing pursuant to the procedures set forth above.

(c) Mandatory Meet And Confer.

(i) If (A) (1) the amount in dispute for a Contested Claim exceeds \$1,000,000 or (2) a Contested Claim asserts unliquidated claims (unless the Claimant irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000), (B) the Claimant (if an individual) or the Claimant's principal place of

business (if a governmental unit or a person, as defined in section 101(41) of the Bankruptcy Code, other than an individual) is located within 90 miles of Troy, Michigan, and (C) such Contested Claim is scheduled by the Debtors for a Claims Objection Hearing, the Debtors and the relevant Claimant shall hold an in-person meet and confer (an "In-Person Meet and Confer") at a neutral location in Troy, Michigan, or such other location as is reasonably acceptable to the Debtors, within ten business days of service of the Notice Of Claims Objection Hearing.

(ii) If (A) (1) the amount in dispute for a Contested Claim is less than or equal to \$1,000,000, (2) a Contested Claim asserts unliquidated claims and the Claimant with respect thereto irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000, or (3) the Claimant (if an individual) or the Claimant's principal place of business (if a governmental unit or a person, as defined in section 101(41) of the Bankruptcy Code, other than an individual) is located more than 90 miles from Troy, Michigan, and (B) such Contested Claim is scheduled by the Debtors for a Claims Objection Hearing, the Debtors and the relevant Claimant shall hold a telephonic meet and confer (a "Telephonic Meet and Confer" and, collectively with In-Person Meet and Confers, the "Meet and Confers") within ten business days of service of the Notice Of Claims Objection Hearing.

(iii) The following representatives of each of the Debtors and the Claimant shall attend the Meet and Confer: (A) counsel for each of the parties, except for a Claimant proceeding pro se, who shall be prepared to discuss the matter described in paragraph 9 (k) below, and (B) a person possessing ultimate authority to reconcile, settle, or otherwise resolve the Contested Claim on behalf of the Debtors and the Claimant, respectively; provided, however, that counsel for each of the parties may participate in the Meet and Confer telephonically.

(iv) The Court will consider appropriate sanctions, including allowance or disallowance of the Contested Claim, if either party does not follow the foregoing procedures or conduct the Meet and Confer in good faith.

(d) Debtors' Statement Of Disputed Issues. Within five business days after service of the Notice Of Claims Objection Hearing, the Debtors shall file and serve a written statement of disputed issues (the "Statement Of Disputed Issues") upon the Claimant. The Statement Of Disputed Issues shall contain a concise statement summarily setting forth the primary reasons why the claim should be disallowed, expunged, reduced, or reclassified as set forth in the claims objection, including, but not limited to, the material factual and legal bases upon which the Debtors will rely in prosecuting the claims objection, without prejudice to the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Contested Claim. The Statement of Disputed Issues shall also include documentation supporting the disallowance, expungement, reduction, or reclassification of the Contested Claim, without prejudice to the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Contested Claim; provided, however, that the Debtors need not disclose confidential, proprietary, or otherwise protected information in the Statement of Disputed Issues; provided further, however, that the Debtors shall disclose to the Claimant all information and

provide copies of all documents that the Debtors believe to be confidential, proprietary, or otherwise protected, subject to appropriate confidentiality constraints.

(e) Claimant's Supplemental Response. The following procedures apply to the Claimant's written supplemental response (the "Supplemental Response"), subject to modification pursuant to paragraph 9(k), filed in connection with a Claims Objection Hearing for a Contested Claim:

(i) The Claimant may file and serve its Supplemental Response (with a copy to chambers) no later than 30 business days prior to commencement of the Claims Objection Hearing. The Supplemental Response shall not exceed 20 single-sided, double-spaced pages (exclusive of exhibits or affidavits).

(ii) If the Claimant relies on exhibits, the Claimant shall include such exhibits in its Supplemental Response (other than those previously included with either its Proof of Claim or its Response); provided, however, that the Claimant need not disclose confidential, proprietary, or otherwise protected information in the Supplemental Response; provided further, however, that the Claimant shall disclose to the Debtors all information and provide copies of all documents that the Claimant believes to be confidential, proprietary, or otherwise protected and upon which the Claimant intends to rely in support of its Contested Claim, subject to appropriate confidentiality constraints. The Claimant shall include a certificate of counsel or a declaration or affidavit authenticating any documents attached to the Supplemental Response, as appropriate.

(iii) The Supplemental Response may include affidavits or declarations from no more than two witnesses setting forth the basis of the Contested Claim and evidence supporting the Contested Claim; provided, however, that if the Claimant intends to call a person not under such Claimant's control at the hearing, the Claimant shall, in lieu of an affidavit or declaration of such person, identify such person, the Claimant's basis for calling such person as a witness, and the reason that it did not file an affidavit or declaration of such person. If an affiant or declarant does not attend the Claims Objection Hearing, such affiant or declarant's affidavit or declaration shall be stricken. The Claimant shall not be permitted to elicit any direct testimony at the Claims Objection Hearing; instead, the affidavit or declaration submitted with the Supplemental Response, or such witnesses' deposition transcript if the witnesses were not under the Claimant's control, shall serve as the witnesses' direct testimony and the Debtors may cross examine the witnesses at the Claims Objection Hearing, or counter-designate deposition testimony. No other or additional witnesses may introduce evidence at the hearing on behalf of the Claimant.

(iv) No later than three business days prior to commencement of the Claims Objection Hearing, if the Claimant timely filed a Supplemental Response, the Claimant may file and serve (with a copy to chambers) an amended Supplemental Response and a supplemental affidavit or declaration on behalf of each of its witnesses solely for the purpose of supplementing the Supplemental Response and the witnesses' prior affidavits or declarations with respect to matters adduced through the discovery provided by these Claims Hearing Procedures; provided that the amended Supplemental Response shall be subject to the page limitations set forth above.

(f) Debtors' Supplemental Reply. The following procedures shall apply to the Debtors' written supplemental reply, if any (the "Supplemental Reply"), subject to modification pursuant to paragraph 9(k) below, filed in connection with a Claims Objection Hearing with respect to a Contested Claim:

(i) The Debtors may file and serve (with a copy to chambers) a Supplemental Reply no later than 20 business days prior to commencement of the Claims Objection Hearing. The Supplemental Reply shall not exceed 20 single-sided, double-spaced pages (exclusive of exhibits or affidavits).

(ii) If the Debtors rely on exhibits, the Debtors shall include such exhibits in their Supplemental Reply (other than those previously included with either their objection or reply); provided, however, that the Debtors need not disclose confidential, proprietary, or otherwise protected information in the Supplemental Reply; provided further, however, that the Debtors shall disclose to the Claimant all information and provide copies of all documents that the Debtors believe to be confidential, proprietary, or otherwise protected and upon which the Debtors intend to rely in support of their objection, subject to appropriate confidentiality constraints. The Debtors shall include a certificate of counsel or a declaration or affidavit authenticating any documents attached to the Supplemental Reply.

(iii) The Supplemental Reply may include affidavits or declarations from no more than two witnesses setting forth the Debtors' basis for objecting to the Contested Claim and evidence in support of such objection to the Contested Claim; provided, however, that if the Debtors intend to call a person not under the Debtors' control at the hearing, the Debtors shall, in lieu of an affidavit or declaration of such person, identify such person, the Debtors' basis for calling such person as a witness, and the reason that it did not file an affidavit or declaration of such person. If an affiant or declarant does not attend the Claims Objection Hearing, as appropriate, such affiant or declarant's affidavit or declaration shall be stricken. The Debtors shall not be permitted to elicit any direct testimony at the Claims Objection Hearing, instead, the affidavit or declaration submitted with the Supplemental Reply, or such witnesses' deposition transcript if the witnesses were not under the Debtors' control, shall serve as the witnesses' direct testimony and the Claimant may cross examine the witnesses at the Claims Objection Hearing or counter-designate deposition testimony. No other or additional witnesses may introduce evidence at the hearing on behalf of the Debtors.

(iv) No later than three business days prior to commencement of the Claims Objection Hearing, if the Debtors timely filed a Supplemental Reply, the Debtors may file and serve (with a copy to chambers) an amended Supplemental Reply and a supplemental affidavit or declaration on behalf of each of their witnesses solely for the purpose of supplementing the Supplemental Reply and the witnesses' prior affidavits or declarations with respect to matters adduced through the discovery provided by these Claims Hearing Procedures; provided that the amended Supplemental Reply shall be subject to the page limitations set forth above.

(g) Mandatory Non-Binding Summary Mediation. Except as set forth below, at least 15 business days prior to commencement of the Claims Objection Hearing, the Debtors and the Claimant shall submit to mandatory non-binding summary mediation (each, a

"Mediation") in an effort to consensually resolve the Contested Claim. The Mediation shall be governed by General Order M-143 except as follows. The following procedures shall apply to each Mediation, subject to modification pursuant to paragraph 9(k) below:

(i) Each Mediation shall be assigned to one of the mediators listed by the Debtors on Exhibit D hereto (each, a "Mediator"). The Debtors and the Claimant shall agree upon the Mediator at the Meet and Confer; provided that, if the Debtors and the Claimant are unable to agree upon a Mediator, the parties shall promptly report such inability to agree to the Court.

(ii) The Mediator shall not have the authority to require either the Debtors or the Claimant to provide any additional briefing with respect to the Mediation.

(iii) If (A) (1) the amount in dispute for a Contested Claim exceeds \$1,000,000 or (2) a Contested Claim asserts unliquidated claims (unless the Claimant with respect thereto irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000) and (B) the Claimant (if an individual) or the Claimant's principal place of business (if a governmental unit or a person, as defined in section 101(41) of the Bankruptcy Code, other than an individual) is located within 90 miles of Troy, Michigan, the Mediation shall be held at a neutral location in Troy, Michigan.

(iv) If (A) (1) the amount in dispute for a Contested Claim exceeds \$1,000,000 or (2) a Contested Claim asserts unliquidated claims (unless the Claimant with respect thereto irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000), and (B) the Claimant (if an individual) or the Claimant's principal place of business (if a governmental unit or a person, as defined in section 101(41) of the Bankruptcy Code, other than an individual) is located more than 90 miles from Troy, Michigan, the Mediation shall be held at a neutral location reasonably acceptable to the Debtors and the Claimant; provided that, if the Debtors and the Claimant are unable to agree upon a neutral location at the Meet and Confer, the parties shall promptly report such inability to agree to the Court.

(v) If (A) the amount in dispute for a Contested Claim is less than or equal to \$1,000,000 or (B) the Contested Claim asserts unliquidated claims and the Claimant with respect thereto irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000, participation in Mediation shall be voluntary and any Mediation may be held telephonically at either the Debtors' or the Claimant's request.

(vi) A person possessing ultimate authority to reconcile, settle, or otherwise resolve the Contested Claim on behalf of each of the Debtors and the Claimant shall attend an in-person Mediation or participate in a telephonic Mediation, if any; provided, however, that the Debtors' counsel will not be precluded from attending and participating in a Mediation in the event that the claimant elects not to have its counsel attend or participate in a Mediation.

(vii) Absent consent of each of the Claimant and the Debtors, the length of the Mediation shall be limited to one day.

(viii) The Court will consider appropriate sanctions, including allowance or disallowance of the Contested Claim, if either party does not follow the foregoing procedures or conduct the Mediation in good faith.

(ix) The Debtors and the Claimant shall each bear its own costs in participating in the Mediation. The Debtors are hereby authorized to pay the Mediator's fees.

(h) Claims Objection Hearing Discovery. If a Claims Objection Hearing is scheduled for a particular Contested Claim, the Debtors and the Claimant shall be bound by the following discovery procedures, which shall otherwise be governed by the Bankruptcy Rules, subject to modification pursuant to paragraph 9(k) below:

(i) No later than five business days after service of the Supplemental Response, the Debtors may request:

(A) That the Claimant produce documents relevant to the Contested Claim. Documents shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(B) That the Claimant respond to no more than 15 interrogatories, including discrete subparts. Responses shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(C) That the Claimant respond to no more than ten requests for admission. Responses shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(ii) No later than five business days after service of the Supplemental Reply, the Claimant may request:

(A) That the Debtors produce documents relevant to the Contested Claim. Documents shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(B) That the Debtors respond to no more than 15 interrogatories, including discrete subparts. Responses shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(C) That the Debtors respond to no more than ten requests for admission. Responses shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(iii) No earlier than fifteen business days prior to the commencement of the Claims Objection Hearing, but at least five business days prior to commencement of the Claims Objection Hearing, the Debtors may, at their election, take the deposition upon oral examination of each witness whose affidavit or declaration was proffered in support of the Claimant's Supplemental Response. Each deposition shall not exceed three hours.

(iv) No earlier than fifteen business days prior to the commencement of the Claims Objection Hearing, but at least five business days prior to commencement of the Claims Objection Hearing, the Claimant may, at its election, take the deposition upon oral examination of each witness whose affidavit or declaration was proffered in support of the Debtors' Supplemental Reply. Each deposition shall not exceed three hours.

(v) Except as provided in paragraph 9(g)(vi) above, nothing in this Order alters any obligation of opposing counsel with regard to communications with non-counsel opponents or any applicable law regarding corporations or other business entities to be represented by counsel.

(i) Conduct Of The Claims Objection Hearing. The Debtors and the Claimant shall each be permitted, subject to modification pursuant to paragraph 9(k) below, no more than one hour to present their respective cases, inclusive of time cross-examining their opponent's witnesses and making argument to the Court. The parties shall coordinate with each other in advance of the hearing with respect to, joint exhibit binders, stipulated admission of evidence, anticipated disputes regarding the admission of particular evidence and any designated deposition testimony.

(j) Estimation Based Upon Claimant's Asserted Estimated Amount. To the extent that a Contested Claim would be subject to estimation pursuant to section 502(c) of the Bankruptcy Code and the Debtors have sought authority to estimate such Contested Claim pursuant to an omnibus claims objection and/or a motion to estimate claims, if the Claimant has filed a Response in accordance with the procedures outlined above which (i) acknowledges that the Contested Claim is contingent or fully or partially unliquidated and (ii) provides the amount that the Claimant believes would be the allowable amount of such Contested Claim upon liquidation of the Contested Claim or occurrence of the contingency, as appropriate (the "Claimant's Asserted Estimated Amount"), the Debtors are hereby authorized, in their sole discretion, to elect to provisionally accept the Claimant's Asserted Estimated Amount as the estimated amount of such Contested Claim pursuant to section 502(c) of the Bankruptcy Code for all purposes other than allowance, but including voting and establishing reserves for purposes of distribution, subject to further objection and reduction as appropriate and section 502(j) of the Bankruptcy Code. The Debtors' election shall be made by serving the Claimant with a Notice Of Election To Accept Claimant's Asserted Estimated Amount in the form attached hereto as Exhibit E. The Contested Claim will otherwise remain subject in all respects to the procedures outlined herein.

(k) Ability To Modify Procedures By Agreement Or Order Of Court. At the Meet and Confer, the parties shall discuss discovery parameters, briefing, evidence to be presented, the timing outlined herein, and any modifications thereto that are necessary due to the facts and circumstances of the relevant Contested Claim. Should the parties be unable to agree on reasonable modifications to these Claim Hearing Procedures, if any, either party may request that the Court promptly schedule a teleconference to consider such proposed modifications. No discovery, testimony, or motion practice other than that described herein, as modified, shall be permitted, unless otherwise agreed by the parties or ordered by the Court.

10. The procedures approved herein shall not apply to claims filed by Banc of America Securities LLC (as to proof of claim number 10758), Barclays Capital Inc. (as to proof of claim number 11658), Bear, Stearns & Co. Inc. (as to proof of claim number 10732), Cadence Innovation LLC, Citigroup Global Markets, Inc. (as to proof of claim number 10731), Credit Suisse Securities (USA) LLC (as to proof of claim number 10763), Merrill Lynch, Peirce, Fenner & Smith Inc. (as to proof of claim number 10761), Morgan Stanley & Co. Inc. (as to proof of claim number 10762), the Pension Benefit Guaranty Corporation, Robert Bosch GmbH, the State of California Environmental Protection Agency, the State of Michigan Environmental Protection Agency, the State of Ohio Environmental Protection Agency, Technology Properties, Ltd., UBS Securities LLC (as to proof of claim number 10759), the United States Environmental Protection Agency, and Wachovia Capital Markets, LLC (as to proof of claim number 10760) (collectively, the "Excluded Parties") for any purpose, including, but not limited to, any objections to such claims or other litigation in respect of such claims; provided, however, that nothing contained herein shall preclude any of the Excluded Parties or the Debtors, after notice and an opportunity to be heard, from seeking to establish appropriate alternative claims resolution procedures.

11. With respect to the claim of Gary Whitney ("Mr. Whitney") (claim number 10157) and NuTech Plastics Engineering, Inc. ("NuTech") (claim number 1279 against Delphi Automotive Systems LLC), nothing in this Order shall limit Mr. Whitney's or NuTech's ability to request relief from the automatic stay provisions under section 362 of the Bankruptcy Code subject to the Debtors' right to object to such request.

12. The Debtors shall not serve a Notice of Hearing on Orix Warren, LLC ("Orix Warren") with respect to proof of claim number 10202 until the earliest of the following

to occur: (a) the Debtors assume the lease between Delphi Automotive Systems LLC and Orix Warren with respect to property located at 4551 Research Parkway in Warren, Ohio (the "Orix Lease"), (b) the Debtors reject the Orix Lease, or (c) the Orix Lease terminates or is terminated pursuant to its terms.

13. Nothing in this Order shall preclude any right to seek estimation of a claim under section 502(c) of the Bankruptcy Code, any right to seek relief from the automatic stay under section 362 of the Bankruptcy Code to liquidate a claim in a different forum, any right to seek protection of information under section 107(b) of the Bankruptcy Code or any right not specifically addressed in this Order.

14. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this order.

15. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
December 6, 2006

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

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International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF ENTRY OF ORDER WITH RESPECT
TO [] OMNIBUS CLAIMS OBJECTION

PLEASE TAKE NOTICE that on _____, 200_, the United States Bankruptcy
Court for the Southern District of New York entered a [title of order] (the "Order").

PLEASE TAKE FURTHER NOTICE THAT a copy of the Order, excluding exhibits, is attached hereto.

PLEASE TAKE FURTHER NOTICE that the proof of claim listed below, which you filed against Delphi Corporation and/or other of its subsidiaries and affiliates that are debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), was the subject of the Order and was listed on Exhibit __ to the Order and was accordingly disallowed and expunged, unless otherwise provided below in the column entitled "Treatment Of Claim."

Date Filed	Claim Number	Asserted Claim Amount¹	Basis For Objection	Treatment Of Claim	Surviving Claim Number (if any)

¹ Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated.

PLEASE TAKE FURTHER NOTICE that you may view the complete exhibits to the Order by requesting a copy from the claims and noticing agent in the above-captioned chapter 11 cases, Kurtzman Carson Consultants LLC, at 1-888-259-2691 or by accessing the Debtors' Legal Information Website at www.delphidocket.com.

Dated: New York, New York
_____, 200__

BY ORDER OF THE COURT

John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF HEARING WITH RESPECT TO
DEBTORS' OBJECTION TO PROOF OF CLAIM NO. [_____]

PLEASE TAKE NOTICE that on _____, 200_, Delphi Corporation and certain
of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases

(collectively, the "Debtors"), objected to proof of claim number _____ (the "Proof of Claim") filed by _____ (the "Claimant") pursuant to the [Title Of Applicable Omnibus Claims Objection] (the "Objection").

PLEASE TAKE FURTHER NOTICE that pursuant to the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims, entered December __, 2006 (the "Order"), a sufficiency hearing (the "Sufficiency Hearing") to address the legal sufficiency of the Proof of Claim and whether the Proof of Claim states a colorable claim against the asserted Debtor is hereby scheduled for _____, 200_, at 10:00 a.m. (prevailing Eastern time) in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that the Sufficiency Hearing will proceed in accordance with the procedures provided in the Order, unless such procedures are modified in accordance with Paragraph 9(k) thereof. Please review the Order carefully – failure to comply with the procedures provided in the Order (or as modified pursuant to Paragraph 9(k)) could result in the disallowance and expungement of the Proof of Claim. A copy of the Order is attached hereto for your convenience.

PLEASE TAKE FURTHER NOTICE that the Debtors may further adjourn the
Hearing at any time at least five business days prior to the scheduled hearing upon notice to the
Court and the Claimant.

Dated: New York, New York
_____, 200_

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

By: _____
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John K. Lyons (JL 4951)
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF CLAIMS OBJECTION HEARING WITH
RESPECT TO DEBTORS' OBJECTION TO PROOF OF CLAIM NO. [_____]

PLEASE TAKE NOTICE that on _____, 200_, Delphi Corporation and certain
of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases

(collectively, the "Debtors"), objected to proof of claim number _____ (the "Proof of Claim") filed by _____ (the "Claimant") pursuant to the [Title Of Applicable Omnibus Claims Objection] (the "Objection").

PLEASE TAKE FURTHER NOTICE that pursuant to the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims, entered December __, 2006 (the "Order"), a claims objection hearing (the "Claims Objection Hearing") for purposes of holding an evidentiary hearing on the merits of the Proof of Claim is hereby scheduled for _____, 200__, at 10:00 a.m. (prevailing Eastern time) in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that the Claims Objection Hearing will proceed in accordance with the procedures provided in the Order, unless such procedures are modified in accordance with Paragraph 9(k) thereof. Please review the Order carefully – failure to comply with the procedures provided in the Order (or as modified pursuant to Paragraph 9(k)) could result in the disallowance and expungement of the Proof of Claim. A copy of the Order is attached hereto for your convenience.

PLEASE TAKE FURTHER NOTICE that the Debtors may further adjourn the
Hearing at any time at least five business days prior to the scheduled hearing upon notice to the
Court and the Claimant.

Dated: New York, New York
_____, 200_

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

By: _____
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT D

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Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF DEBTORS' ELECTION TO ACCEPT CLAIMANT'S
ASSERTED ESTIMATED AMOUNT FOR PROOF OF CLAIM NUMBER [_____]

PLEASE TAKE NOTICE that on _____, 200_, Delphi Corporation and certain
of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases

(collectively, the "Debtors"), objected to proof of claim number _____ (the "Proof of Claim") filed by _____ (the "Claimant") pursuant to the [Title Of Applicable Omnibus Claims Objection] (the "Objection").

PLEASE TAKE FURTHER NOTICE that on _____, 200_, the Claimant filed its response to the objection, wherein Claimant (i) acknowledged that the Proof of Claim asserts claims that are contingent or fully or partially unliquidated and (ii) stated that the Claimant believes that the allowable amount of the Proof of Claim upon liquidation of the Contested Claim or occurrence of the contingency, as appropriate, is \$_____ (the "Claimant's Asserted Estimated Amount").

PLEASE TAKE FURTHER NOTICE that pursuant to the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims, entered December __, 2006 (the "Order"), the Debtors hereby provide notice that the Debtors elect to accept the Claimant's Asserted Estimated Amount as the estimated amount of the Proof of Claim pursuant to section 502(c) of the Bankruptcy Code as set forth in the Objection. A copy of the Order is attached hereto.

PLEASE TAKE FURTHER NOTICE that any hearing scheduled pursuant to the Order is hereby cancelled.

PLEASE TAKE FURTHER NOTICE that the Debtors' election to accept the Claimant's Asserted Estimated Amount is without prejudice to the Debtors' right to object to any other claims in these chapter 11 cases, or to further object to the Proof of Claim, on any grounds whatsoever.

Dated: New York, New York
_____, 200__

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

By: _____
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EXHIBIT G

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF ADJOURNMENT OF CLAIMS OBJECTION HEARING WITH RESPECT
TO DEBTORS' OBJECTION TO PROOF OF CLAIM NO. 8875 (RIVERSIDE CLAIMS LLC
AS ASSIGNEE FOR PRODUCT ACTION INTERNATIONAL LLC)

PLEASE TAKE NOTICE that on August 24, 2007, Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), objected to proof of claim number 8875 (the "Proof of Claim") filed by Riverside Claims LLC as assignee for Product Action International LLC (the "Claimant") pursuant to the Debtors' Twentieth Omnibus Objection Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Duplicate Or Amended Claims, (B) Insufficiently Documented Claims, (C) Claims Not Reflected On Debtors' Books and Records, (D) Untimely Claim, And (E) Claims Subject to Modification, Tax Claims Subject To Modification, Modified Claims Asserting Reclamation, Consensually Modified And Reduced Tort Claims, And Lift Stay Procedures Claims Subject To Modification (Docket No. 9151).

PLEASE TAKE FURTHER NOTICE that on December 5, 2007, the Debtors filed the Notice Of Claims Objection Hearing With Respect To Debtors' Objection To Proof Of Claim No. 8875 (Riverside Claims LLC As Assignee For Product Action International LLC) (Docket No. 11318) scheduling a claims objection hearing (the "Claims Objection Hearing") for purposes of holding an evidentiary hearing on the merits of the Proof of Claim for February 7, 2008, at 10:00 a.m. (prevailing Eastern time) in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that on January 7, 2008, the Debtors filed the Notice Of Adjournment Of Claims Objection Hearing With Respect To Proof Of Claim No. 8875 (Riverside Claims LLC As Assignee For Product Action International LLC) (Docket No. 11750) adjourning the Claims Objection Hearing to February 29, 2008, at 10:00 a.m. (prevailing Eastern time) in the Court.

PLEASE TAKE FURTHER NOTICE that on January 24, 2008, the Debtors filed the Notice Of Adjournment Of Claims Objection Hearing With Respect To Proof Of Claim No. 8875 (Riverside Claims LLC As Assignee For Product Action International LLC) (Docket No. 12349) adjourning the Claims Objection Hearing to March 11, 2008, at 10:00 a.m. (prevailing Eastern time) in the Court.

PLEASE TAKE FURTHER NOTICE that pursuant to Paragraph 9(a)(ii) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (I) Dates For Hearings Regarding Objections To Claims And (II) Certain Notices And Procedures Governing Objections To Claims, entered December 7, 2006 (Docket No. 6089) (the "Order") the Claims Objection Hearing for purposes of holding an evidentiary hearing on the merits of the Proofs of Claim is hereby adjourned to a future date to be noticed by the Debtors.

PLEASE TAKE FURTHER NOTICE that the Claims Objection Hearing will proceed in accordance with the procedures provided in the Order unless such procedures are modified in accordance with Paragraph 9(k) thereof. All provisions and deadlines set forth in the Order shall remain in full force and effect. Those deadlines calculated based on the hearing date or the notice date shall be calculated based on the future hearing date to be further noticed by the Debtors or the future notice date, as applicable, rather than the March 11, 2008 hearing date or the January 24, 2008 notice date, as applicable. Please review the Order carefully — failure to comply with the procedures provided in the Order (or as modified pursuant to Paragraph 9(k)) could result in the disallowance and expungement of the Proof of Claim. A copy of the Order is attached hereto for your convenience.

Dated: New York, New York
February 14, 2008

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

By: /s/ John Wm. Butler, Jr.
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-----X

ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m),
3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR
HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN
NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS

("CLAIM OBJECTION PROCEDURES ORDER")

Upon the Motion For Order Pursuant To 11 U.S.C. §§ 502(b) And 502(c) And
Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For
Hearings Regarding Disallowance Or Estimation Of Claims And (ii) Certain Notices And
Procedures Governing Hearings Regarding Disallowance Or Estimation Of Claims, dated
October 31, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and
affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the
"Debtors"); and upon the objections to the Motion and the record of the hearing held on the
Motion; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:¹

A. Proper, timely, adequate, and sufficient notice of the Motion has been provided, such notice was good, sufficient and appropriate under the particular circumstances, and no other or further notice of the Motion is or shall be required.

B. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding under 28 U.S.C. § 157 (b)(2). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The relief requested in the Motion and granted herein is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court shall conduct special periodic hearings on contested claims matters in these cases (the "Claims Hearing Dates"), to be held in Courtroom 610, United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004 unless the Debtors and the parties whose claims are affected are otherwise notified by the Court. The following dates and times have been scheduled as Claims Hearing Dates in these chapter 11 cases:

December 13, 2006 at 10:00 a.m. (prevailing Eastern time)

January 12, 2007 at 10:00 a.m. (prevailing Eastern time)

February 14, 2007 at 10:00 a.m. (prevailing Eastern time)

March 1, 2007 at 10:00 a.m. (prevailing Eastern time)

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

March 21, 2007 at 10:00 a.m. (prevailing Eastern time)

April 5, 2007 at 10:00 a.m. (prevailing Eastern time)

April 27, 2007 at 10:00 a.m. (prevailing Eastern time)

May 10, 2007 at 10:00 a.m. (prevailing Eastern time)

May 24, 2007 at 10:00 a.m. (prevailing Eastern time)

June 1, 2007 at 10:00 a.m. (prevailing Eastern time)

June 14, 2007 at 10:00 a.m. (prevailing Eastern time)

June 22, 2007 at 10:00 a.m. (prevailing Eastern time)

July 12, 2007 at 10:00 a.m. (prevailing Eastern time)

July 20, 2007 at 10:00 a.m. (prevailing Eastern time)

August 2, 2007 at 10:00 a.m. (prevailing Eastern time)

August 17, 2007 at 10:00 a.m. (prevailing Eastern time)

August 30, 2007 at 10:00 a.m. (prevailing Eastern time)

September 28, 2007 at 10:00 a.m. (prevailing Eastern time)

October 11, 2007 at 10:00 a.m. (prevailing Eastern time)

October 26, 2007 at 10:00 a.m. (prevailing Eastern time)

November 8, 2007 at 10:00 a.m. (prevailing Eastern time)

November 30, 2007 at 10:00 a.m. (prevailing Eastern time)

December 6, 2007 at 10:00 a.m. (prevailing Eastern time)

2. Any response to a claims objection or an omnibus claims objection (a "Response") must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006,

9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered on October 26, 2006 (the "Amended Eighth Supplemental Case Management Order") (Docket No. 5418), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese), in each case so as to be received no later than 4:00 p.m. (prevailing Eastern time) on the seventh calendar day prior to the Omnibus Hearing for which the relevant claims objection or omnibus claims objection is scheduled.

3. Every Response must contain at a minimum the following:

- (a) the title of the claims objection to which the Response is directed;
- (b) the name of the claimant (each holder of a proof of claim, a "Claimant") and a brief description of the basis for the amount of the claim;
- (c) a concise statement setting forth the reasons why the claim should not be disallowed, expunged, reduced, or reclassified, including, but not limited to, the specific factual and legal bases upon which the Claimant will rely in opposing the claims objection;
- (d) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that the Claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that the Claimant shall disclose to the Debtors all information and provide copies of all documents that the Claimant believes to be

confidential, proprietary, or otherwise protected and upon which the Claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints;

(e) to the extent that the claim is contingent or fully or partially unliquidated, the amount that the Claimant believes would be the allowable amount of such claim upon liquidation of the claim or occurrence of the contingency, as appropriate; and

(f) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the claim.

4. Only those Responses made in writing and timely filed and received will be considered by the Court. If a Claimant whose proof of claim is subject to a claims objection and who is served with the relevant claims objection fails to file and serve a timely Response in compliance with the foregoing procedures, the Debtors may present to the Court an appropriate order seeking relief with respect to such claim consistent with the relief sought in the relevant claims objection without further notice to the claimant, provided that, upon entry of such an order, the claimant shall receive notice of the entry of such order as provided below; provided, however, that if the claimant files a timely Response, which does not include the required minimum information provided in paragraph 3 above, the Debtors shall seek disallowance and expungement of the relevant claim or claims only in accordance with the Claims Hearing Procedures provided in paragraph 9 below.

5. To the extent that a Response is filed with respect to any claim listed in a claims objection (each, a "Contested Claim"), each such Claim and the objection to such Claim asserted in the claims objection shall be deemed to constitute a separate contested matter as contemplated by Bankruptcy Rule 9014.

6. The Debtors are hereby authorized and directed to serve each Claimant whose proof of claim is listed in any omnibus claims objection with (a) a personalized Notice Of Objection To Claim which specifically identifies the Claimant's proof of claim that is subject to objection and the basis for such objection and (b) a complete copy of the relevant omnibus

claims objection without exhibits. Service of omnibus claims objections in such manner shall constitute good and sufficient notice and no other or further notice to claimants of an omnibus claims objection shall be required.

7. Kurtzman Carson Consultants, LLC (the "Claims Agent") is hereby authorized and directed to serve all orders entered with respect to any omnibus claims objections, including exhibits, upon only the master service list and the 2002 list. The Claims Agent is hereby further authorized and directed to serve all claimants whose proofs of claim are the subject of an order entered with respect to an omnibus claims objection with a copy of such order, without exhibits, and a personalized Notice Of Entry Of Order in the form attached hereto as Exhibit A specifically identifying such Claimant's proof of claim that is subject to the order, the Court's treatment of such proof of claim, and the basis for such treatment, and advising the Claimant of its ability to view the order with exhibits free of charge on the Debtors' Legal Information Website. Without limiting the foregoing, the Court hereby directs the Claims Agent to serve the First Omnibus Claims Order in the manner provided hereby.

8. Any order entered by the Court with respect to an objection asserted in an omnibus claims objection shall be deemed a separate order with respect to each claim covered by such order.

9. The following procedures shall apply with respect to the determination of Contested Claims (the "Claims Hearing Procedures"):

(a) Adjournment Of Claims Hearing.

(i) All Contested Claims for which a timely Response is filed shall be automatically adjourned to a future hearing, the date of which shall be determined by the Debtors, in their sole discretion, by serving the Claimant with notice as provided herein. The Debtors may send such notice to each Claimant when they deem it appropriate to do so, subject to the requirements of the Bankruptcy Code, the Bankruptcy Rules, and any further order of this Court.

The Debtors shall schedule the further hearing upon each Contested Claim to a Claims Hearing of the Debtors' election:

(A) for a non-evidentiary hearing to address the legal sufficiency of the particular proof of claim and whether the proof of claim states a claim against the asserted Debtor under Bankruptcy Rule 7012 (a "Sufficiency Hearing"), by serving upon the relevant Claimant by facsimile or overnight delivery, and filing with this Court, a notice substantially in the form attached hereto as Exhibit B (a "Notice Of Sufficiency Hearing") and a copy of this Order at least 20 business days prior to the date of such Sufficiency Hearing, or

(B) for an evidentiary hearing on the merits of such Contested Claim (a "Claims Objection Hearing"), by serving upon the relevant Claimant by facsimile or overnight delivery, and filing with this Court, a notice substantially in the form attached hereto as Exhibit C (a "Notice Of Claims Objection Hearing" and, collectively with the Notice of Sufficiency Hearing, the "Notices of Hearing") and a copy of this Order at least 65 calendar days prior to the date of such Claims Objection Hearing.

(ii) The Debtors, in their sole discretion, are authorized to further adjourn a hearing scheduled in accordance herewith at any time by providing notice to the Court and the Claimant at least five business days prior to the date of the scheduled hearing; provided, however, that the hearing on any Contested Claim shall not be adjourned for more than a total of 180 calendar days from date of service of the initial Notice of Hearing set forth in paragraph 9(a)(i)(A) and (B) above without consent of the Claimant with respect thereto, unless otherwise ordered by the Court.

(b) Sufficiency Hearing Procedures.

(i) To the extent that a Contested Claim is adjourned to a Sufficiency Hearing, if the Debtors wish to file a supplemental pleading, they shall file and serve their pleading no later than ten calendar days before the scheduled Sufficiency Hearing. The supplemental pleading shall not exceed fifteen single-sided, double-spaced pages.

(ii) To the extent that a Contested Claim is adjourned to a Sufficiency Hearing, if the Claimant wishes to file a supplemental response, the Claimant shall file and serve its response no later than two business days before the scheduled Sufficiency Hearing. The supplemental response shall not exceed fifteen single-sided, double-spaced pages.

(iii) To the extent that this Court determines upon conclusion of the Sufficiency Hearing that a Contested Claim cannot be disallowed in whole or in part without further proceedings, the Debtors shall provide to the Claimant a Notice Of Claims Objection Hearing pursuant to the procedures set forth above.

(c) Mandatory Meet And Confer.

(i) If (A) (1) the amount in dispute for a Contested Claim exceeds \$1,000,000 or (2) a Contested Claim asserts unliquidated claims (unless the Claimant irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000), (B) the Claimant (if an individual) or the Claimant's principal place of

business (if a governmental unit or a person, as defined in section 101(41) of the Bankruptcy Code, other than an individual) is located within 90 miles of Troy, Michigan, and (C) such Contested Claim is scheduled by the Debtors for a Claims Objection Hearing, the Debtors and the relevant Claimant shall hold an in-person meet and confer (an "In-Person Meet and Confer") at a neutral location in Troy, Michigan, or such other location as is reasonably acceptable to the Debtors, within ten business days of service of the Notice Of Claims Objection Hearing.

(ii) If (A) (1) the amount in dispute for a Contested Claim is less than or equal to \$1,000,000, (2) a Contested Claim asserts unliquidated claims and the Claimant with respect thereto irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000, or (3) the Claimant (if an individual) or the Claimant's principal place of business (if a governmental unit or a person, as defined in section 101(41) of the Bankruptcy Code, other than an individual) is located more than 90 miles from Troy, Michigan, and (B) such Contested Claim is scheduled by the Debtors for a Claims Objection Hearing, the Debtors and the relevant Claimant shall hold a telephonic meet and confer (a "Telephonic Meet and Confer" and, collectively with In-Person Meet and Confers, the "Meet and Confers") within ten business days of service of the Notice Of Claims Objection Hearing.

(iii) The following representatives of each of the Debtors and the Claimant shall attend the Meet and Confer: (A) counsel for each of the parties, except for a Claimant proceeding pro se, who shall be prepared to discuss the matter described in paragraph 9 (k) below, and (B) a person possessing ultimate authority to reconcile, settle, or otherwise resolve the Contested Claim on behalf of the Debtors and the Claimant, respectively; provided, however, that counsel for each of the parties may participate in the Meet and Confer telephonically.

(iv) The Court will consider appropriate sanctions, including allowance or disallowance of the Contested Claim, if either party does not follow the foregoing procedures or conduct the Meet and Confer in good faith.

(d) Debtors' Statement Of Disputed Issues. Within five business days after service of the Notice Of Claims Objection Hearing, the Debtors shall file and serve a written statement of disputed issues (the "Statement Of Disputed Issues") upon the Claimant. The Statement Of Disputed Issues shall contain a concise statement summarily setting forth the primary reasons why the claim should be disallowed, expunged, reduced, or reclassified as set forth in the claims objection, including, but not limited to, the material factual and legal bases upon which the Debtors will rely in prosecuting the claims objection, without prejudice to the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Contested Claim. The Statement of Disputed Issues shall also include documentation supporting the disallowance, expungement, reduction, or reclassification of the Contested Claim, without prejudice to the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Contested Claim; provided, however, that the Debtors need not disclose confidential, proprietary, or otherwise protected information in the Statement of Disputed Issues; provided further, however, that the Debtors shall disclose to the Claimant all information and

provide copies of all documents that the Debtors believe to be confidential, proprietary, or otherwise protected, subject to appropriate confidentiality constraints.

(e) Claimant's Supplemental Response. The following procedures apply to the Claimant's written supplemental response (the "Supplemental Response"), subject to modification pursuant to paragraph 9(k), filed in connection with a Claims Objection Hearing for a Contested Claim:

(i) The Claimant may file and serve its Supplemental Response (with a copy to chambers) no later than 30 business days prior to commencement of the Claims Objection Hearing. The Supplemental Response shall not exceed 20 single-sided, double-spaced pages (exclusive of exhibits or affidavits).

(ii) If the Claimant relies on exhibits, the Claimant shall include such exhibits in its Supplemental Response (other than those previously included with either its Proof of Claim or its Response); provided, however, that the Claimant need not disclose confidential, proprietary, or otherwise protected information in the Supplemental Response; provided further, however, that the Claimant shall disclose to the Debtors all information and provide copies of all documents that the Claimant believes to be confidential, proprietary, or otherwise protected and upon which the Claimant intends to rely in support of its Contested Claim, subject to appropriate confidentiality constraints. The Claimant shall include a certificate of counsel or a declaration or affidavit authenticating any documents attached to the Supplemental Response, as appropriate.

(iii) The Supplemental Response may include affidavits or declarations from no more than two witnesses setting forth the basis of the Contested Claim and evidence supporting the Contested Claim; provided, however, that if the Claimant intends to call a person not under such Claimant's control at the hearing, the Claimant shall, in lieu of an affidavit or declaration of such person, identify such person, the Claimant's basis for calling such person as a witness, and the reason that it did not file an affidavit or declaration of such person. If an affiant or declarant does not attend the Claims Objection Hearing, such affiant or declarant's affidavit or declaration shall be stricken. The Claimant shall not be permitted to elicit any direct testimony at the Claims Objection Hearing; instead, the affidavit or declaration submitted with the Supplemental Response, or such witnesses' deposition transcript if the witnesses were not under the Claimant's control, shall serve as the witnesses' direct testimony and the Debtors may cross examine the witnesses at the Claims Objection Hearing, or counter-designate deposition testimony. No other or additional witnesses may introduce evidence at the hearing on behalf of the Claimant.

(iv) No later than three business days prior to commencement of the Claims Objection Hearing, if the Claimant timely filed a Supplemental Response, the Claimant may file and serve (with a copy to chambers) an amended Supplemental Response and a supplemental affidavit or declaration on behalf of each of its witnesses solely for the purpose of supplementing the Supplemental Response and the witnesses' prior affidavits or declarations with respect to matters adduced through the discovery provided by these Claims Hearing Procedures; provided that the amended Supplemental Response shall be subject to the page limitations set forth above.

(f) Debtors' Supplemental Reply. The following procedures shall apply to the Debtors' written supplemental reply, if any (the "Supplemental Reply"), subject to modification pursuant to paragraph 9(k) below, filed in connection with a Claims Objection Hearing with respect to a Contested Claim:

(i) The Debtors may file and serve (with a copy to chambers) a Supplemental Reply no later than 20 business days prior to commencement of the Claims Objection Hearing. The Supplemental Reply shall not exceed 20 single-sided, double-spaced pages (exclusive of exhibits or affidavits).

(ii) If the Debtors rely on exhibits, the Debtors shall include such exhibits in their Supplemental Reply (other than those previously included with either their objection or reply); provided, however, that the Debtors need not disclose confidential, proprietary, or otherwise protected information in the Supplemental Reply; provided further, however, that the Debtors shall disclose to the Claimant all information and provide copies of all documents that the Debtors believe to be confidential, proprietary, or otherwise protected and upon which the Debtors intend to rely in support of their objection, subject to appropriate confidentiality constraints. The Debtors shall include a certificate of counsel or a declaration or affidavit authenticating any documents attached to the Supplemental Reply.

(iii) The Supplemental Reply may include affidavits or declarations from no more than two witnesses setting forth the Debtors' basis for objecting to the Contested Claim and evidence in support of such objection to the Contested Claim; provided, however, that if the Debtors intend to call a person not under the Debtors' control at the hearing, the Debtors shall, in lieu of an affidavit or declaration of such person, identify such person, the Debtors' basis for calling such person as a witness, and the reason that it did not file an affidavit or declaration of such person. If an affiant or declarant does not attend the Claims Objection Hearing, as appropriate, such affiant or declarant's affidavit or declaration shall be stricken. The Debtors shall not be permitted to elicit any direct testimony at the Claims Objection Hearing, instead, the affidavit or declaration submitted with the Supplemental Reply, or such witnesses' deposition transcript if the witnesses were not under the Debtors' control, shall serve as the witnesses' direct testimony and the Claimant may cross examine the witnesses at the Claims Objection Hearing or counter-designate deposition testimony. No other or additional witnesses may introduce evidence at the hearing on behalf of the Debtors.

(iv) No later than three business days prior to commencement of the Claims Objection Hearing, if the Debtors timely filed a Supplemental Reply, the Debtors may file and serve (with a copy to chambers) an amended Supplemental Reply and a supplemental affidavit or declaration on behalf of each of their witnesses solely for the purpose of supplementing the Supplemental Reply and the witnesses' prior affidavits or declarations with respect to matters adduced through the discovery provided by these Claims Hearing Procedures; provided that the amended Supplemental Reply shall be subject to the page limitations set forth above.

(g) Mandatory Non-Binding Summary Mediation. Except as set forth below, at least 15 business days prior to commencement of the Claims Objection Hearing, the Debtors and the Claimant shall submit to mandatory non-binding summary mediation (each, a

"Mediation") in an effort to consensually resolve the Contested Claim. The Mediation shall be governed by General Order M-143 except as follows. The following procedures shall apply to each Mediation, subject to modification pursuant to paragraph 9(k) below:

(i) Each Mediation shall be assigned to one of the mediators listed by the Debtors on Exhibit D hereto (each, a "Mediator"). The Debtors and the Claimant shall agree upon the Mediator at the Meet and Confer; provided that, if the Debtors and the Claimant are unable to agree upon a Mediator, the parties shall promptly report such inability to agree to the Court.

(ii) The Mediator shall not have the authority to require either the Debtors or the Claimant to provide any additional briefing with respect to the Mediation.

(iii) If (A) (1) the amount in dispute for a Contested Claim exceeds \$1,000,000 or (2) a Contested Claim asserts unliquidated claims (unless the Claimant with respect thereto irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000) and (B) the Claimant (if an individual) or the Claimant's principal place of business (if a governmental unit or a person, as defined in section 101(41) of the Bankruptcy Code, other than an individual) is located within 90 miles of Troy, Michigan, the Mediation shall be held at a neutral location in Troy, Michigan.

(iv) If (A) (1) the amount in dispute for a Contested Claim exceeds \$1,000,000 or (2) a Contested Claim asserts unliquidated claims (unless the Claimant with respect thereto irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000), and (B) the Claimant (if an individual) or the Claimant's principal place of business (if a governmental unit or a person, as defined in section 101(41) of the Bankruptcy Code, other than an individual) is located more than 90 miles from Troy, Michigan, the Mediation shall be held at a neutral location reasonably acceptable to the Debtors and the Claimant; provided that, if the Debtors and the Claimant are unable to agree upon a neutral location at the Meet and Confer, the parties shall promptly report such inability to agree to the Court.

(v) If (A) the amount in dispute for a Contested Claim is less than or equal to \$1,000,000 or (B) the Contested Claim asserts unliquidated claims and the Claimant with respect thereto irrevocably agrees in writing that the allowed amount of such Contested Claim shall be limited to a maximum of \$1,000,000, participation in Mediation shall be voluntary and any Mediation may be held telephonically at either the Debtors' or the Claimant's request.

(vi) A person possessing ultimate authority to reconcile, settle, or otherwise resolve the Contested Claim on behalf of each of the Debtors and the Claimant shall attend an in-person Mediation or participate in a telephonic Mediation, if any; provided, however, that the Debtors' counsel will not be precluded from attending and participating in a Mediation in the event that the claimant elects not to have its counsel attend or participate in a Mediation.

(vii) Absent consent of each of the Claimant and the Debtors, the length of the Mediation shall be limited to one day.

(viii) The Court will consider appropriate sanctions, including allowance or disallowance of the Contested Claim, if either party does not follow the foregoing procedures or conduct the Mediation in good faith.

(ix) The Debtors and the Claimant shall each bear its own costs in participating in the Mediation. The Debtors are hereby authorized to pay the Mediator's fees.

(h) Claims Objection Hearing Discovery. If a Claims Objection Hearing is scheduled for a particular Contested Claim, the Debtors and the Claimant shall be bound by the following discovery procedures, which shall otherwise be governed by the Bankruptcy Rules, subject to modification pursuant to paragraph 9(k) below:

(i) No later than five business days after service of the Supplemental Response, the Debtors may request:

(A) That the Claimant produce documents relevant to the Contested Claim. Documents shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(B) That the Claimant respond to no more than 15 interrogatories, including discrete subparts. Responses shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(C) That the Claimant respond to no more than ten requests for admission. Responses shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(ii) No later than five business days after service of the Supplemental Reply, the Claimant may request:

(A) That the Debtors produce documents relevant to the Contested Claim. Documents shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(B) That the Debtors respond to no more than 15 interrogatories, including discrete subparts. Responses shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(C) That the Debtors respond to no more than ten requests for admission. Responses shall be produced at least ten business days prior to commencement of the Claims Objection Hearing.

(iii) No earlier than fifteen business days prior to the commencement of the Claims Objection Hearing, but at least five business days prior to commencement of the Claims Objection Hearing, the Debtors may, at their election, take the deposition upon oral examination of each witness whose affidavit or declaration was proffered in support of the Claimant's Supplemental Response. Each deposition shall not exceed three hours.

(iv) No earlier than fifteen business days prior to the commencement of the Claims Objection Hearing, but at least five business days prior to commencement of the Claims Objection Hearing, the Claimant may, at its election, take the deposition upon oral examination of each witness whose affidavit or declaration was proffered in support of the Debtors' Supplemental Reply. Each deposition shall not exceed three hours.

(v) Except as provided in paragraph 9(g)(vi) above, nothing in this Order alters any obligation of opposing counsel with regard to communications with non-counsel opponents or any applicable law regarding corporations or other business entities to be represented by counsel.

(i) Conduct Of The Claims Objection Hearing. The Debtors and the Claimant shall each be permitted, subject to modification pursuant to paragraph 9(k) below, no more than one hour to present their respective cases, inclusive of time cross-examining their opponent's witnesses and making argument to the Court. The parties shall coordinate with each other in advance of the hearing with respect to, joint exhibit binders, stipulated admission of evidence, anticipated disputes regarding the admission of particular evidence and any designated deposition testimony.

(j) Estimation Based Upon Claimant's Asserted Estimated Amount. To the extent that a Contested Claim would be subject to estimation pursuant to section 502(c) of the Bankruptcy Code and the Debtors have sought authority to estimate such Contested Claim pursuant to an omnibus claims objection and/or a motion to estimate claims, if the Claimant has filed a Response in accordance with the procedures outlined above which (i) acknowledges that the Contested Claim is contingent or fully or partially unliquidated and (ii) provides the amount that the Claimant believes would be the allowable amount of such Contested Claim upon liquidation of the Contested Claim or occurrence of the contingency, as appropriate (the "Claimant's Asserted Estimated Amount"), the Debtors are hereby authorized, in their sole discretion, to elect to provisionally accept the Claimant's Asserted Estimated Amount as the estimated amount of such Contested Claim pursuant to section 502(c) of the Bankruptcy Code for all purposes other than allowance, but including voting and establishing reserves for purposes of distribution, subject to further objection and reduction as appropriate and section 502(j) of the Bankruptcy Code. The Debtors' election shall be made by serving the Claimant with a Notice Of Election To Accept Claimant's Asserted Estimated Amount in the form attached hereto as Exhibit E. The Contested Claim will otherwise remain subject in all respects to the procedures outlined herein.

(k) Ability To Modify Procedures By Agreement Or Order Of Court. At the Meet and Confer, the parties shall discuss discovery parameters, briefing, evidence to be presented, the timing outlined herein, and any modifications thereto that are necessary due to the facts and circumstances of the relevant Contested Claim. Should the parties be unable to agree on reasonable modifications to these Claim Hearing Procedures, if any, either party may request that the Court promptly schedule a teleconference to consider such proposed modifications. No discovery, testimony, or motion practice other than that described herein, as modified, shall be permitted, unless otherwise agreed by the parties or ordered by the Court.

10. The procedures approved herein shall not apply to claims filed by Banc of America Securities LLC (as to proof of claim number 10758), Barclays Capital Inc. (as to proof of claim number 11658), Bear, Stearns & Co. Inc. (as to proof of claim number 10732), Cadence Innovation LLC, Citigroup Global Markets, Inc. (as to proof of claim number 10731), Credit Suisse Securities (USA) LLC (as to proof of claim number 10763), Merrill Lynch, Peirce, Fenner & Smith Inc. (as to proof of claim number 10761), Morgan Stanley & Co. Inc. (as to proof of claim number 10762), the Pension Benefit Guaranty Corporation, Robert Bosch GmbH, the State of California Environmental Protection Agency, the State of Michigan Environmental Protection Agency, the State of Ohio Environmental Protection Agency, Technology Properties, Ltd., UBS Securities LLC (as to proof of claim number 10759), the United States Environmental Protection Agency, and Wachovia Capital Markets, LLC (as to proof of claim number 10760) (collectively, the "Excluded Parties") for any purpose, including, but not limited to, any objections to such claims or other litigation in respect of such claims; provided, however, that nothing contained herein shall preclude any of the Excluded Parties or the Debtors, after notice and an opportunity to be heard, from seeking to establish appropriate alternative claims resolution procedures.

11. With respect to the claim of Gary Whitney ("Mr. Whitney") (claim number 10157) and NuTech Plastics Engineering, Inc. ("NuTech") (claim number 1279 against Delphi Automotive Systems LLC), nothing in this Order shall limit Mr. Whitney's or NuTech's ability to request relief from the automatic stay provisions under section 362 of the Bankruptcy Code subject to the Debtors' right to object to such request.

12. The Debtors shall not serve a Notice of Hearing on Orix Warren, LLC ("Orix Warren") with respect to proof of claim number 10202 until the earliest of the following

to occur: (a) the Debtors assume the lease between Delphi Automotive Systems LLC and Orix Warren with respect to property located at 4551 Research Parkway in Warren, Ohio (the "Orix Lease"), (b) the Debtors reject the Orix Lease, or (c) the Orix Lease terminates or is terminated pursuant to its terms.

13. Nothing in this Order shall preclude any right to seek estimation of a claim under section 502(c) of the Bankruptcy Code, any right to seek relief from the automatic stay under section 362 of the Bankruptcy Code to liquidate a claim in a different forum, any right to seek protection of information under section 107(b) of the Bankruptcy Code or any right not specifically addressed in this Order.

14. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this order.

15. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
December 6, 2006

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

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Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF ENTRY OF ORDER WITH RESPECT
TO [] OMNIBUS CLAIMS OBJECTION

PLEASE TAKE NOTICE that on _____, 200_, the United States Bankruptcy
Court for the Southern District of New York entered a [title of order] (the "Order").

PLEASE TAKE FURTHER NOTICE THAT a copy of the Order, excluding exhibits, is attached hereto.

PLEASE TAKE FURTHER NOTICE that the proof of claim listed below, which you filed against Delphi Corporation and/or other of its subsidiaries and affiliates that are debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), was the subject of the Order and was listed on Exhibit __ to the Order and was accordingly disallowed and expunged, unless otherwise provided below in the column entitled "Treatment Of Claim."

Date Filed	Claim Number	Asserted Claim Amount¹	Basis For Objection	Treatment Of Claim	Surviving Claim Number (if any)

¹ Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated.

PLEASE TAKE FURTHER NOTICE that you may view the complete exhibits to the Order by requesting a copy from the claims and noticing agent in the above-captioned chapter 11 cases, Kurtzman Carson Consultants LLC, at 1-888-259-2691 or by accessing the Debtors' Legal Information Website at www.delphidocket.com.

Dated: New York, New York
_____, 200__

BY ORDER OF THE COURT

John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
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- and -

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF HEARING WITH RESPECT TO
DEBTORS' OBJECTION TO PROOF OF CLAIM NO. [_____]

PLEASE TAKE NOTICE that on _____, 200_, Delphi Corporation and certain
of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases

(collectively, the "Debtors"), objected to proof of claim number _____ (the "Proof of Claim") filed by _____ (the "Claimant") pursuant to the [Title Of Applicable Omnibus Claims Objection] (the "Objection").

PLEASE TAKE FURTHER NOTICE that pursuant to the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims, entered December __, 2006 (the "Order"), a sufficiency hearing (the "Sufficiency Hearing") to address the legal sufficiency of the Proof of Claim and whether the Proof of Claim states a colorable claim against the asserted Debtor is hereby scheduled for _____, 200_, at 10:00 a.m. (prevailing Eastern time) in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that the Sufficiency Hearing will proceed in accordance with the procedures provided in the Order, unless such procedures are modified in accordance with Paragraph 9(k) thereof. Please review the Order carefully – failure to comply with the procedures provided in the Order (or as modified pursuant to Paragraph 9(k)) could result in the disallowance and expungement of the Proof of Claim. A copy of the Order is attached hereto for your convenience.

PLEASE TAKE FURTHER NOTICE that the Debtors may further adjourn the
Hearing at any time at least five business days prior to the scheduled hearing upon notice to the
Court and the Claimant.

Dated: New York, New York
_____, 200_

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

By: _____
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John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
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- and -

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Debtors and Debtors-in-Possession

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International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF CLAIMS OBJECTION HEARING WITH
RESPECT TO DEBTORS' OBJECTION TO PROOF OF CLAIM NO. [_____]

PLEASE TAKE NOTICE that on _____, 200_, Delphi Corporation and certain
of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases

(collectively, the "Debtors"), objected to proof of claim number _____ (the "Proof of Claim") filed by _____ (the "Claimant") pursuant to the [Title Of Applicable Omnibus Claims Objection] (the "Objection").

PLEASE TAKE FURTHER NOTICE that pursuant to the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims, entered December __, 2006 (the "Order"), a claims objection hearing (the "Claims Objection Hearing") for purposes of holding an evidentiary hearing on the merits of the Proof of Claim is hereby scheduled for _____, 200_, at 10:00 a.m. (prevailing Eastern time) in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that the Claims Objection Hearing will proceed in accordance with the procedures provided in the Order, unless such procedures are modified in accordance with Paragraph 9(k) thereof. Please review the Order carefully – failure to comply with the procedures provided in the Order (or as modified pursuant to Paragraph 9(k)) could result in the disallowance and expungement of the Proof of Claim. A copy of the Order is attached hereto for your convenience.

PLEASE TAKE FURTHER NOTICE that the Debtors may further adjourn the
Hearing at any time at least five business days prior to the scheduled hearing upon notice to the
Court and the Claimant.

Dated: New York, New York
_____, 200_

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

By: _____
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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Chicago, Illinois 60606
(312) 407-0700

By: _____
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT D

LIST OF MEDIATORS

Lawrence Abramczyk
Marc Abrams
Ronald Barliant
Michael Baum
Morton Collins
Susan Cook
Samuel Damren
Eugene Driker
Jonathan Flaxer
Rozanne Giunta
Erwin Katz
Edward Moran
Alan Nisselson
Thomas Plunkett
Marty Reisig

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Debtors and Debtors-in-Possession

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF DEBTORS' ELECTION TO ACCEPT CLAIMANT'S
ASSERTED ESTIMATED AMOUNT FOR PROOF OF CLAIM NUMBER [_____]

PLEASE TAKE NOTICE that on _____, 200_, Delphi Corporation and certain
of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases

(collectively, the "Debtors"), objected to proof of claim number _____ (the "Proof of Claim") filed by _____ (the "Claimant") pursuant to the [Title Of Applicable Omnibus Claims Objection] (the "Objection").

PLEASE TAKE FURTHER NOTICE that on _____, 200_, the Claimant filed its response to the objection, wherein Claimant (i) acknowledged that the Proof of Claim asserts claims that are contingent or fully or partially unliquidated and (ii) stated that the Claimant believes that the allowable amount of the Proof of Claim upon liquidation of the Contested Claim or occurrence of the contingency, as appropriate, is \$_____ (the "Claimant's Asserted Estimated Amount").

PLEASE TAKE FURTHER NOTICE that pursuant to the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims, entered December __, 2006 (the "Order"), the Debtors hereby provide notice that the Debtors elect to accept the Claimant's Asserted Estimated Amount as the estimated amount of the Proof of Claim pursuant to section 502(c) of the Bankruptcy Code as set forth in the Objection. A copy of the Order is attached hereto.

PLEASE TAKE FURTHER NOTICE that any hearing scheduled pursuant to the Order is hereby cancelled.

PLEASE TAKE FURTHER NOTICE that the Debtors' election to accept the Claimant's Asserted Estimated Amount is without prejudice to the Debtors' right to object to any other claims in these chapter 11 cases, or to further object to the Proof of Claim, on any grounds whatsoever.

Dated: New York, New York
_____, 200__

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

By: _____
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
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Chicago, Illinois 60606
(312) 407-0700

By: _____
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(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT H

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David P. Martin LLC	519 Energy Center Blvd			Northport	AL	35473
Jimmy Mueller	1604 St. James Cot.			Dacatur	AL	35601
Keith Livingston	4515 Marsha Avenue			Dacatur	AL	35603
Thaler & Gertler LLP	Andrew M. Thaler, Esq	90 Merrick Avenue	Suite 400	East Meadow	NY	11554

EXHIBIT I

Company	Contact	Address1	Address2	City	State	Zip
McCarter & English, LLP	Eduardo Glas	245 Park Avenue, 27th Floor		New York	NY	10167
McCarter & English, LLP	Katharine L. Mayer	Renaissance Centre	405 N. King Street, 8th Floor	Wilmington	DE	19801

EXHIBIT J

Company	Contact	Address1	Address2	City	State	Zip
Bodman LLP	Ralph E. McDowell David J. Nowaczewski	6th Floor at Ford Field	1901 St. Antoine Street	Detroit	MI	48226

EXHIBIT K

Company	Contact	Address1	Address2	City	State	Zip
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